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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER)	Case No. 1:23-CV-01205-SKO
CHAVEZ,)	
)	DECLARATION OF MATTHEW R.
Plaintiffs,)	SNYDER IN SUPPORT OF PLAINTIFFS'
)	OPPOSITION TO DEFENDANT'S
vs.)	MOTION FOR SUMMARY JUDGMENT
)	
FORD MOTOR CREDIT COMPANY, LLC,)	
)	
Defendant(s).)	
)	
)	
)	
)	

DECLARATION OF MATTHEW R. SNYDER

I, MATTHEW R. SNYDER, declare:

1. I am one of the attorneys for the Plaintiffs in this action, Courtney Chavez and Carter Chavez (“Plaintiffs”). I am an attorney licensed to practice law in the State of California and before this honorable Court.

2. This declaration is based upon my personal knowledge, except where expressly noted otherwise.

3. I submit this declaration in support of the Plaintiffs’ Motion for Summary Judgment.

4. Attached hereto as Exhibit A is a true and correct copy of the lease agreement relating to Plaintiffs’ lease of a 2018 Ford Escape with Defendant, that was produced by Defendant in discovery.

5. Attached hereto as Exhibit B is a true and correct copy of excerpts of the deposition transcript of Plaintiff Courtney Chavez.

6. Attached hereto as Exhibit C is a true and correct copy of excerpts of the deposition transcript of Plaintiff Carter Chavez.

7. Attached hereto as Exhibit D is a true and correct copy of Plaintiff Courtney Chavez’s errata sheet to her deposition transcript.

8. Attached hereto as Exhibit E is a true and correct copy of Plaintiff Carter Chavez’s errata sheet to his deposition transcript.

9. Attached hereto as Exhibit F is a true and correct copy of excerpts of the deposition transcript of Defendant’s Rule 30(b)(6) representative, Jessica Scholl.

10. Attached hereto as Exhibit G is a true and correct copy of the account history for

DECLARATION OF MATTHEW R. SNYDER

1 Plaintiffs' lease with Defendant that was produced by Defendant in discovery.

2 11. Attached hereto as Exhibit H is a true and correct copy of the ACDV response
3 sent by Defendant in response to Plaintiff Courtney Chavez's Experian dispute that was produced
4 by Defendant in discovery.

5 12. Attached hereto as Exhibit I is a true and correct copy of the ACDV response sent
6 by Defendant in response to Plaintiff Carter Chavez's Experian dispute that was produced by
7 Defendant in discovery.

8 13. Attached hereto as Exhibit J is a true and correct copy of Plaintiff Carter Chavez's
9 credit report from 2020 that was produced by Xactus, LLC in response to a subpoena in this
10 matter.

11 14. Attached hereto as Exhibit K is a true and correct copy of Plaintiff Carter Chavez's
12 credit report from 2023 that was produced by Xactus, LLC in response to a subpoena in this
13 matter.

14 15. Attached hereto as Exhibit L is a true and correct copy of Plaintiff Courtney
15 Chavez's credit report from 2023 that was produced by Xactus, LLC in response to a subpoena
16 in this matter.

17 16. Attached hereto as Exhibit M is a true and correct copy of a joint credit report for
18 Plaintiffs Courtney Chavez and Carter Chavez from 2022 that was produced by Xactus, LLC in
19 response to a subpoena in this matter.

20 17. Attached hereto as Exhibit N is a true and correct copy of a joint credit report for
21 Plaintiffs Courtney Chavez and Carter Chavez from 2020 that was produced by Xactus, LLC in
22 response to a subpoena in this matter.

23 18. Attached hereto as Exhibit O is a true and correct copy of a Uniform Residential
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1 Loan Application submitted by Plaintiffs in 2022.

2 19. Attached hereto as Exhibit P is a true and correct copy of Defendant's Responses
3 to Plaintiffs' Requests for Admissions.

4 20. Attached hereto as Exhibit Q is a true and correct copy of Defendant's Rule 26
5 Initial disclosures.

6 21. Attached hereto as Exhibit R is a true and correct copy of Plaintiff Carter Chavez's
7 Responses to Defendant's Requests for Admissions.

8 22. Attached hereto as Exhibit S is a true and correct copy of Plaintiff Courtney
9 Chavez's Responses to Defendant's Requests for Admissions.

10 23. Attached hereto as Exhibit T is a true and correct copy of Plaintiff Carter Chavez's
11 Responses to Defendant's Interrogatories.

12 24. Attached hereto as Exhibit U is a true and correct copy of Plaintiff Courtney
13 Chavez's Responses to Defendant's Interrogatories.

14 I declare under penalty of perjury under the laws of California and the United States of
15 America that the foregoing is true and correct.

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19 Dated: February 7, 2025

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

20
21 By: /s/ Matthew R. Snyder

22 Todd M. Friedman
23 Adrian R. Bacon
24 Matthew R. Snyder
25 Law Offices of Todd M. Friedman
26 Attorney for Plaintiffs
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DECLARATION OF MATTHEW R. SNYDER

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EXHIBIT A

DEAL# 72263
1-800-727-7000
www.fordcredit.com

Ford

Lessee (and Co-Lessee) - Name and Address (including County):
COURTNEY A CHAVEZ
111 COMANUE
PESNO, CA 93704
COUNTY: FRESNO
COURTNEY A CHAVEZ
111 COMANUE
PESNO, CA 93704
COUNTY: FRESNO

Lessor - Name and Address:
AUBURN FORD
1650 GRASS VALLEY HIGHWAY
AUBURN, CA 95603
95603

Finance Company is **FORD MOTOR CREDIT CO.** The "Holder" is **CAB WEST LLC** and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear/Care Addendum if it is attached to this lease.

New/Used/Demo: **NEW** Mileage at Delivery: **159** Year/Make/Model: **2018 FORD ESCAPE** Vehicle ID #: **1FMCU9G03JUA92354** Vehicle Use: **PERSONAL**

1. Amount Due At Lease Signing or Delivery (Itemized Below): *
\$ **6750.00**

2. Monthly Payments
Your first monthly payment of \$ **293.74** is due on **07/08/18**, followed by **35** payments of \$ **293.74** due on the **7TH** day of each month. The total of your monthly payments is \$ **10574.54**.

3. Other Charges (not part of Your monthly payment)
Disposition Fee (if You do not purchase the Vehicle) **N/A**
Total **\$386**

4. Total of Payments (The amount You will have paid by the end of the lease)
17445.54

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:
a. Capitalized cost reduction \$ **5488.43**
b. First monthly payment **293.74**
c. Refundable security deposit **N/A**
d. Title fees **167.00**
e. Registration fees **58.00**
f. California title fee **8.75**
g. Acquisition Fee **N/A**
h. Upfront taxes **437.70**
i. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) **29.00**
j. Document Processing Charge (not a governmental fee) **80.00**
k. LICENSE FEE **181.00**
l. **N/A**
m. DocTax **6.38**
Total \$ **6750.00**

6. How the Amount Due At Lease Signing or Delivery will be paid:
a. Net trade-in allowance \$ **N/A**
b. Rebates and noncash credits **6750.00**
c. Amount to be paid in cash **N/A**
d. **N/A**
Total \$ **6750.00**

7. Your monthly payment is determined as shown below:
a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ **27824.00**) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (itemized below): * \$ **28469.00**
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost \$ **5488.43**
c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment \$ **22980.57**
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment \$ **13845.60**
e. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the lease term \$ **9134.97**
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts \$ **658.47**
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge \$ **9793.44**
h. Lease payments. The number of payments in Your lease \$ **36**
i. Base monthly payment \$ **272.04**
j. Monthly sales / use tax \$ **21.70**
k. Total monthly payment \$ **293.74**
l. Lease term in months \$ **36**

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. If at the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.15 per mile for each mile in excess of **30,150** miles shown on the odometer. See Items 22 and 26 on back and the Wear/Care Addendum if it is attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0.15 per unused mile for the number of unused miles between **N/A** and **N/A** miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term \$ **13845.60** plus official fees and taxes is Your lease and purchase option price. You have the option to purchase the Vehicle from a party designated by Holder for the purchase option price plus a purchase option fee of \$ **500.00** at the end of this lease term if You are not in default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

**11. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle As Equipped at the Time of Signing the Lease \$ 27824.00	Agreed Upon Value N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + \$ N/A	Agreed Upon Value N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + \$ N/A	Agreed Upon Value N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + \$ N/A
Agreed Upon Value N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + \$ N/A	Agreed Upon Value N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + \$ N/A	Agreed Upon Value N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + \$ N/A	Agreed Upon Value of 0-00 N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + \$ 0-00 N/A
Sales/Use Tax and Other Applicable Taxes + \$ N/A	Title Fees + \$ N/A	License & Registration Fees + \$ N/A	Lessor Services + \$ N/A
Document Processing Charge (not a governmental fee) + \$ N/A	Outstanding Prior Credit or Lease Balance + \$ N/A	Wear/Care + \$ N/A	Acquisition Fee + \$ 645.00
Electronic Vehicle Registration or Transfer Charge (not governmental fee) + \$ N/A	N/A + \$ N/A	N/A + \$ N/A	Agreed Upon Value N/A + \$ N/A
			Agreed Upon Value N/A + \$ N/A
			Total Gross Capitalized Cost = \$ 28469.00

12. WARRANTY The Vehicle is covered by any warranty indicated below:
☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.
☐ **N/A**

If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by state law.

13. OFFICIAL FEES AND TAXES \$ **2452.03**
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your payment or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. This lease contract was negotiated primarily in the language initiated by the Lessee: **English**
Spanish **Chinese** **Tagalog**
Korean **Vietnamese** **Other**

15. Description of Vehicle **N/A** **N/A** **N/A** Agreed Upon Gross Value: **N/A**
Year/Make/Model or Other Property Description: **N/A**
See Item 6, above, for net trade-in allowance

16. Agreement to Arbitrate: By signing below You agree that, pursuant to the Arbitration provision on the reverse side of this lease, You or we may resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration provision for any additional information concerning the agreement to arbitrate.
Buyer Signs **X**
Co-Buyer Signs **X**

16. LESSOR SERVICES **N/A**
(See Item 21 on back)

17. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$56.00 whichever is less.

18. VEHICLE INSURANCE MINIMUMS. You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury/death of \$ **15,000** for any one person and \$ **30,000** for any one accident, and \$ **5,000** for property damage.

19. Trade-In, Turn-In and other Individualized Agreements
By: **X** Lessee By: **X** Co-Lessee

SIGNATURES AND IMPORTANT NOTICES

There is no cooling off period.
California law does not provide for a "cooling off" or other cancellation period for Vehicle leases. Therefore, You cannot later cancel this lease simply because You change Your mind, decided the Vehicle costs too much, or wish You had acquired a different Vehicle. You may cancel this lease only with the agreement of the Lessor or for legal cause, such as fraud.
You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by You.
Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.
Lessor: **COURTNEY A CHAVEZ** By: **X** Title: **COURTNEY A CHAVEZ**
Co-Lessee: **CARTER D CHAVEZ** By: **X** Title: **CARTER D CHAVEZ**

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

(1) Do not sign this lease before You read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

NOTICE: You state that You have been given notice of an assignment of this lease by the Lessor to Holder and a filled-in copy of this lease at the time You sign it.
Lessor: **COURTNEY A CHAVEZ** By: **X** Title: **COURTNEY A CHAVEZ**
Co-Lessee: **CARTER D CHAVEZ** By: **X** Title: **CARTER D CHAVEZ**

Lessor and Lessee are hereby notified that Holder has assigned to Qi Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the finance or lease purchase agreement between Lessor and Finance Company unless otherwise noted.
Lessor: **AUBURN FORD** By: **X** Title: **MGR**

FD 19002-P (MAY 18)
Previous editions may NOT be used.
CA

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

VEHICLE MAINTENANCE, INSURANCE AND USE.	
<p>20. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of the manufacturer's written consent, (c) for more than 30 days in the Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in this Vehicle or lease without Finance Company's written consent.</p> <p>21. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services, Item 16, on the front of this lease)</p> <p>22. DAMAGE REPAIR You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal, Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.</p> <p>If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.</p>	<p>23. VEHICLE INSURANCE If the state in which You title/register the Vehicle establishes or changes the minimum automobile liability insurance limits for the Gross Capitalized Cost of this lease greater than those listed on the front of this lease for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage. You will list the loss payee and additional insured as requested by Lessor. You must give Finance Company evidence of this insurance.</p> <p>You authorize Finance Company, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.</p> <p>If You or Finance Company obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.</p> <p style="text-align: center;">LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE</p> <p>If you title/register the Vehicle in, or change the garage location of the Vehicle to a state where Finance Company has established minimum automobile liability insurance limits greater than those listed on the front of this lease for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Finance Company.</p>
ENDING YOUR LEASE	
<p>24. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.</p> <p>25. RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company designates another place. Upon return of the Vehicle, You must pay the Disposition Fee shown on the front of the lease in Section 3, "Other Charges." If, upon termination of the lease, You enter into a lease agreement or retail installment contract for a new vehicle which is assigned to or administered by Finance Company, You will not be required to pay the Disposition Fee. If You fail to return the Vehicle, You must continue to pay the monthly payments plus other damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.</p> <p>26. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires that have sidewall damage/punctures, exposed cords/belts, or are unbalanced for Vehicle or unsafe; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) Interior rips, stains, burns or damaged areas; (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the Odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.</p> <p>27. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.</p>	<p>28. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE You may terminate this lease early by returning the Vehicle to Lessor, unless Finance Company designates another place, and paying the following: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under this lease, plus (c) the Disposition Fee listed on the front of this lease in Section 3, "Other Charges."</p> <p>You will never pay more than the sum of the remaining payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.</p> <p>VOLUNTARY EARLY TERMINATION AND PURCHASE OF THE VEHICLE You may purchase the Vehicle from Lessor or a party designated by Holder at any time for a purchase price that cannot exceed the following: (a) past due payments at the time of the purchase, plus (b) all other amounts then due under the lease (except excess wear and use and mileage charges), plus (c) any other charges, including the purchase option fee in Section 10, "Purchase Option at End of Lease Term", connected to the early termination and purchase, plus (d) the Unpaid Adjusted Capitalized Cost. You may also be charged for any taxes and other charges incidental to the sale. Payment of the purchase price will satisfy Your liabilities under this lease.</p> <p>Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor or Finance Company will provide You with a written explanation of the actuarial method upon Your request.</p> <p>Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense from an independent third party agreeable to Finance Company at least 3 days prior to any scheduled sale date of the Vehicle, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale.</p> <p>Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease.</p>
DEFAULT AND LOSS OF VEHICLE	
<p>29. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.</p> <p>If You are in default, and You have not exercised Your rights in Section 28, the "VOLUNTARY EARLY TERMINATION" paragraph, Finance Company may cancel this lease, take back the Vehicle and sell it at public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle. Even if Finance Company retakes the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Fair Market Wholesale Value, plus (b) all other amounts then due under this lease. You must also pay all expenses, including reasonable attorney's fees, payable by Finance Company to obtain and hold the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Finance Company to cancel Your insurance and apply any proceeds to Your obligation.</p>	<p>30. LOSS OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, You will pay to Finance Company: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Finance Company. Waiver: If You had in effect the insurance required under this lease and Finance Company receives the full proceeds, You will pay to Finance Company: (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Finance Company receives the appropriate amount above, You are responsible for the scheduled monthly payments.</p>
ADDITIONAL INFORMATION	
<p>31. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay all amounts due under this lease to Finance Company. All payments must be made in U.S. funds.</p> <p>If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.</p> <p>32. TAXES You will promptly pay all taxes, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.</p> <p>33. TITLING The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.</p> <p>34. INDEMNITY You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Finance Company and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.</p>	<p>35. SECURITY DEPOSIT Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this lease. You will not receive any interest, profits or other earnings on Your security deposit(s).</p> <p>36. CONSUMER REPORTS: You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.</p> <p>37. SERVICING AND COLLECTION You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, email and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.</p> <p>38. GENERAL Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.</p>
READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY	
<p style="text-align: center;">ARBITRATION</p> <p>Arbitration is a method of resolving any claim, dispute, or controversy collectively, a "Claim" without filing a lawsuit in court. Either you or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party has the right to arbitrate by filing suit in court or law. Claims include but are not limited to the following: 1) Claims in contract; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit; this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.</p> <p>RIGHTS YOU AND WE AGREE TO GIVE UP If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:</p> <ul style="list-style-type: none"> • RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY • RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US • WHETHER IN COURT OR IN ARBITRATION • BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT • RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR • OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT <p>RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to the bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.</p> <p>You or we may choose the American Arbitration Association, (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be binding with a supporting opinion, judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.</p> <p>Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.</p>	
<p>FC 19002-P (MAY 18) Previous editions may NOT be used.</p> <p style="text-align: center;">NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION</p>	

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EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

COURTNEY CHAVEZ and

CARTER CHAVEZ,

Plaintiffs,

v.

Case No.

FORD MOTOR CREDIT COMPANY, LLC,

1:23-cv-01205-SKO

EQUIFAX INFORMATION SERVICES,

LLC, EXPERIAN INFORMATION

SOLUTIONS, INC., TRANS UNION

LLC, and DOES 1-10 inclusive,

Defendants.

DEPOSITION OF COURTNEY CHAVEZ

DATE: Tuesday, September 10, 2024

TIME: 1:44 p.m.

LOCATION: Remote Proceeding

Fresno, CA 93711

OFFICIATED BY: Carissa Narciso

JOB NO.: 6801018

A P P E A R A N C E S

ON BEHALF OF PLAINTIFFS COURTNEY CHAVEZ AND CARTER
CHAVEZ:

MATTHEW R. SNYDER, ESQUIRE (by videoconference)
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Boulevard, Suite 340
Woodland Hills, CA 91364
msnyder@toddflaw.com
(323) 306-4324

ON BEHALF OF DEFENDANT FORD MOTOR CREDIT COMPANY, LLC:

MATTHEW J. ESPOSITO, ESQUIRE (by videoconference)
Severson & Werson
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mje@severson.com
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I N D E X

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E X H I B I T S

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Exhibit 2	Plaintiff Responses to Defendant FMCC Requests for Production, Set One	21
Exhibit 3	Ford Motor Credit Statement 7/8/2021	42
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1	R. Covarrubias Physical Address	52

P R O C E E D I N G S

THE OFFICER: Good afternoon. My name is Carissa Narciso; I am -- sorry, one moment. I am the deposition officer assigned by Veritext to take the record of this proceeding. We are now on the record at 1:44 p.m.

This is the deposition of Courtney Chavez taken in the matter of Courtney Chavez and Carter Chavez vs. Ford Motor Credit Company, LLC, et al., on Tuesday, September 10, 2024, located in Fresno, California.

I am a notary authorized to take acknowledgments and administer oaths in California. Parties agree that, as the deposition officer, I will swear in the witness remotely.

Additionally, absent an objection on the record before the witness is sworn, all parties and the witness understand and agree that any certified transcript produced from the recording of this proceeding:

- is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the same manner as a deposition recorded by stenographic means; and
- shall constitute written stipulation

1 of such.

2 At this time, will everyone in attendance
3 please identify yourself for the record.

4 MR. ESPOSITO: My name is Matthew
5 Esposito, from the law firm of Severson & Werson; and I
6 represent Defendant Ford Motor Credit Company, LLC.

7 MR. SNYDER: Matthew Snyder, representing
8 the Plaintiff.

9 MS. CHAVEZ: Courtney Chavez, the
10 Plaintiff.

11 THE OFFICER: Thank you. Hearing no
12 objection, I will now swear in the witness.

13 Ms. Chavez, would you raise your right
14 hand, please?

15 WHEREUPON,

16 COURTNEY CHAVEZ,
17 called as a witness and having been first duly sworn to
18 tell the truth, the whole truth, and nothing but the
19 truth, was examined and testified as follows:

20 THE OFFICER: Please begin.

21 EXAMINATION

22 BY MR. ESPOSITO:

23 Q Good afternoon, Mrs. Chavez. How are you?

24 A I'm fine. How are you?

25 Q Good, thank you. As I said, my name is

1 caption in the dark bold writing, what does it say?

2 A "Eastern District of California."

3 Q Yeah. So the right, where it says -- does it
4 say, "Plaintiff Courtney Chavez's Responses"?

5 A Yes, correct.

6 Q Okay. Just making sure we're looking at the
7 same thing. Okay. So, Mrs. Chavez, do you recall
8 leasing -- when I say, "You," in this sense, I mean your
9 family but I think you were the one driving it -- the
10 2018 Ford Escape?

11 A Yes.

12 Q Okay. We're going to -- if you go down,
13 Mrs. Chavez, to Exhibit D in your pack there, you'll see
14 what I'm going to point out is the lease agreement for
15 the 2018 vehicle.

16 MR. SNYDER: Matt, do you want me to put
17 this up on the screen still or no?

18 MR. ESPOSITO: I mean, she's got it in
19 front of her. It would really -- if you want to but you
20 don't have to.

21 Let me know when you're there,
22 Mrs. Chavez.

23 THE WITNESS: Yeah. Yes.

24 BY MR. ESPOSITO:

25 Q Okay. Now Mr. Chavez walked me through the

1 ins and outs of what led to deciding to get this car.
2 You can just tell me briefly. He said, if I'm
3 remembering correctly, you had a Mitsubishi that was
4 kind of on its tail end; right?

5 And needed a new vehicle; and you worked with
6 -- get his name right -- John. John's last name starts
7 with an A. What's his name?

8 A Andrews.

9 Q Who worked at Auburn Ford. Is that correct?

10 A Yes.

11 Q And John Andrews is your stepfather? Is that
12 correct?

13 A Yes.

14 Q Was he a salesman at Auburn Ford, at the time?

15 A Yes.

16 Q Do you know, is he -- Mr. Chavez says he
17 thinks that that dealership closed. Does Mr. Andrews
18 still work in the car industry?

19 A Yes.

20 Q What dealership does he work with?

21 A He works in Colfax, California. I'm not quite
22 sure the name of the dealership. It's new.

23 Q C-O -- "Colfax" is spelled how?

24 A C-O-L-F-A-X.

25 Q Okay. Is it a Ford dealership?

1 You should see our loan docs.

2 Q I'm sure. And then go up to the top, Mrs. --
3 I keep saying, "Mrs." -- but, Mrs. Chavez, there's
4 initials in Boxes 3 and 4. Can you tell me that either
5 one of those are yours or your husband's?

6 A No, I don't -- I don't remember initialing
7 those.

8 Q Okay. But you may have; you just don't
9 remember; correct?

10 A I doubt it.

11 Q You doubt it?

12 A So I was very hesitant on doing a lease. Me
13 initially, numbers, I would have remembered a
14 conversation about that, so. I could have but that was
15 something that I was very adamant in our conversations
16 about talking through and it did not get brought up.

17 Q Okay. Your conversations with who?
18 Mr. Andrews?

19 A Correct, yes.

20 Q Does -- do you know if David works for the
21 same dealership in Colfax as John?

22 A No, I don't believe he does anymore.

23 Q Okay. But you believe he's still in the --
24 you -- oh, I shouldn't say that. Is David still in the
25 car industry?

1 know, what part of the year. That's just, if you
2 remember, great; if not, no big deal.

3 A I'm sorry, I don't.

4 Q Okay. So the Ford Escape, 2018 Ford Escape,
5 was a three-year lease; correct?

6 A Yes.

7 Q Okay. And which would mean that, if you
8 leased it in July of 2018, the lease was set to end in
9 July of 2021; correct?

10 A Correct.

11 Q Okay. Walk me through, to the best of your
12 recollection, sort of, when you knew the lease was, you
13 know, coming up in the near future, when do you recall
14 start -- when do you recall first considering the either
15 purchase or lease of another vehicle?

16 And you can tell me "We wanted something
17 bigger; we wanted something with more -- better gas
18 mileage." Just walk me through, you know, towards the
19 tail end of that lease, when you knew you needed a new
20 vehicle.

21 A Well, we had our third child in January 2021
22 and car seats are very large these days. So putting
23 three together on a bench was -- it was very difficult
24 in a smaller SUV. So once we got closer to having him,
25 we started to have conversations of what it would look

1 like to have a bigger vehicle and if that's something
2 that we needed to do.

3 Q Okay. And so your third child you said was
4 born in January; right? And pretty recently before
5 that, you had another youngster, another newborn, too;
6 right? So you had, really, kind of two little ones at
7 the same time; right?

8 A Yes, we -- our second was born in 2019. And
9 the car worked okay for two kids but the third, it
10 didn't.

11 Q Okay. So we're -- lease is up in July of
12 2021, start considering that you need something bigger,
13 basically; right? That's what Mr. Chavez testified to.
14 And I'm sure -- you just basically agreed with that.

15 So just, what do you remember, you know, about
16 the process of looking for that next car? Like, did you
17 speak with John, Mr. Andrews, again? Just tell me what
18 you remember about that process.

19 A Yeah. I remember calling him and talking to
20 him and my mom both and just being like, "Is there any
21 cars available? Is there any SUVs? Do you -- does Ford
22 even do minivans?" I wasn't sure. And at that point,
23 we were open to, even if Ford had, like, a used car on
24 the lot that was not maybe Ford but it was from them,
25 that was fine too.

1 So John looked into it and he called around at
2 a couple of dealerships and he was like, "There is just
3 nothing in stock." The closer it got to July, me and
4 Carter started to look here, locally, and started to
5 shop at our Ford dealership as well. And we went on the
6 lot and asked if there was any large SUVs available or
7 any minivans, even used, or new, and they said, "No."

8 They said we could pay \$500 to be on a
9 waitlist for their next large vehicle to come in. And I
10 said, "Well, when would your next large vehicle come
11 in?" And they said, "We don't even have a date yet."
12 And I said, "How long is your waitlist?" And he said,
13 "Right now, we have, like, three or four families on
14 it."

15 Q Okay. So what -- around -- if you can --
16 again, remember this is -- if you're guessing, don't
17 guess. But the conversations to that effect when you
18 were on the Ford lot about the list, around what month,
19 do you think?

20 A It was closer to when we were going to turn it
21 in because we were getting nervous. I want to say,
22 like, maybe June-ish. June -- May, June, right in
23 there. It was right before we got the Odyssey, which I
24 think was around that time as well.

25 Q Okay. Do you remember the name of any of the

1 individuals at the dealership that you spoke with?

2 A I don't. He was just a sales rep who was
3 walking around. But I remember him showing us a
4 small -- he showed us, like, a very small SUV that
5 looked exactly like our Escape.

6 Q Okay. And obviously, you had that -- your
7 father-in-law worked for Ford so there was -- at least
8 you knew that if -- I mean, he had -- you had somebody
9 working with the company who was looking out and
10 basically you came to the conclusion that we're probably
11 going to have to get something else; right?

12 A Correct.

13 Q Tell me how -- again, this is just kind of
14 trying to get a basic description of -- I know it's a
15 long time ago. But when you decided ultimately on
16 the -- on the -- strike -- strike that. You ultimately
17 decided to lease the Honda Odyssey; correct?

18 A Yes.

19 Q Do you remember the process? Like, did you,
20 you know, see one you liked and then have discussions
21 and then they, you know, negotiated? Or was it, did it
22 all happen at once? Tell me about what you remember
23 about leasing the 2021 Odyssey.

24 A I wish we had that many options. All the
25 other dealerships were in a similar spot to Ford, to be

1 honest. It was that time where we were getting very
2 nervous that we weren't going to find what we wanted.
3 We had went to a lot of different dealerships, as well
4 as called around dealerships, in Southern California.

5 And one dealership, a Honda dealership in
6 Fresno, had one van left and we bolted over there as
7 soon as we heard. And we honestly didn't care what
8 color it was; we didn't care what it was at all because
9 we knew our lease was coming up on the Escape. So we
10 did everything, I think, in the same day.

11 Q Okay. So let's look, Mrs. Chavez, at the same
12 pile that you were in before. Exhibit 2, if you go down
13 three-quarters of the way through, you'll come to the
14 Honda lease agreement and --

15 A Oh, that's another page? I'm sorry.

16 Q Yeah, it's like -- the stack you've got, if
17 you're looking at the same thing I am, is about 50
18 pages.

19 A Okay.

20 Q This is Page 35 so it's about, you know, just
21 around three-quarters of the way through. You'll see,
22 it's almost, at least my copy is, has blue ink along
23 with black.

24 A Okay. Sorry, give me a second.

25 Q Take your time, please.

1 THE OFFICER: I'm sorry.

2 Ms. Chavez, if you're going to speak out
3 loud, I've got to hear what you're saying.

4 THE WITNESS: My apologies, I'm speaking
5 to myself. I'm so sorry.

6 I -- I believe it.

7 MR. ESPOSITO: You got it?

8 THE WITNESS: Yeah.

9 THE OFFICER: Can you repeat?

10 BY MR. ESPOSITO:

11 Q Okay. Now this could go -- we may be able to
12 go over this pretty quickly, Mrs. Chavez. Because, am I
13 correct when I say that your husband was the only lessee
14 on this vehicle? Correct?

15 A Correct.

16 Q Okay. And he testified that part of the
17 reason was because, since the 2018 was leased, his
18 credit had improved. Is that your understanding as to
19 why this was just him?

20 A Yes. And we had three kids so I didn't want
21 to sit in there if I didn't have to.

22 Q Okay. Mr. Chavez, Carter, for this lease, the
23 process of negotiation and all those different things,
24 running the credit app, Mr. Chavez handled this on his
25 own. Is that right?

1 who exactly it was; right?

2 A No, I -- I don't think I asked them for any
3 verification. A business card, maybe.

4 Q Okay. So you were home when they did the
5 inspection and you said they gave you what? Do you
6 remember what kind of slip they gave you?

7 A Yeah, it was in the -- it was in discovery. I
8 remember seeing it.

9 Q Is it -- you think it's in your stack?

10 A Yeah.

11 Q Go ahead. Don't rush. Take a moment and tell
12 me if you can find it.

13 A I believe it was the Vehicle Condition Report,
14 this AIM.

15 Q Okay. Vehicle Condition Report. Where is
16 that in the -- what exhibit is that in your stack?

17 A It looks like it's after the Lease Agreement,
18 Exhibit E.

19 Q Okay. Thank you.

20 A I think that was it. It looks the same, from
21 what I recall.

22 Q Okay. So you're home when they come over,
23 they do the inspection. And then tell me what's the
24 next thing that either you were involved in or that you
25 remember happening.

1 A We talked about turning the car in. And so
2 the next thing I remember -- I don't know how long in
3 between. I'm sure you could tell me with dates, but. I
4 drove Carter to drop the car off and drove behind him.

5 Q Right. And Carter testified that he went in
6 to deal with it and that you waited with the kids in the
7 car. Is that accurate?

8 A Yes.

9 Q Okay. So any conversations that did or didn't
10 take place in the dealership upon return of the keys,
11 were between Carter and the Ford dealership. You were
12 not privy to any of those conversations. Is that
13 correct?

14 A Correct.

15 Q Okay. We can move on from that then too. How
16 many times, Mrs. Chavez, did you go over to the Lithia
17 Ford, the local Ford dealership, and speak with -- you
18 know, remember, you mentioned that salesperson who
19 mentioned the waiting list? Was there that one time?
20 Or how many times do you think you went over there?

21 A Once, I believe. It was that time.

22 Q How about -- sorry, were you -- did I
23 interrupt you?

24 A No.

25 Q Okay. Did you personally have any

1 I still do not have it.

2 MR. ESPOSITO: Nothing?

3 MR. SNYDER: Yeah.

4 MR. ESPOSITO: Weird. Okay. Should --
5 it's not that big. It's just two pages. Let me see.
6 Hold on a second.

7 BY MR. ESPOSITO:

8 Q While you're waiting for that, take a look,
9 Mrs. Chavez, at Exhibit G in your stack. And then go
10 past the letter from Mr. Friedman's office and go behind
11 that.

12 A I believe I see it.

13 Q Is that -- sorry, let me just ask. That's the
14 exhibit I just sent your lawyer that I was going to --
15 that I'm putting up as Exhibit 3. Is that -- does -- is
16 that the document that you're talking about or is that
17 something different?

18 (Exhibit 3 was marked for
19 identification.)

20 A The one I'm looking at says, "Dear,
21 Mr. Friedman."

22 Q Behind that. Go behind that to the statement
23 that actually has your name, your address, and it says
24 the disposition -- it shows the disposition fee owed.
25 See that? It's right -- it's behind the letter to

1 Mr. Friedman.

2 A Statement? I have one that says -- I'm sorry,
3 can I show -- is this allowed?

4 Q Yeah. Yeah, that's it. Is that different
5 than what you think you received?

6 A Correct.

7 Q Okay. So you think you received something
8 closer to the effect of a letter that said, "Dear
9 Mrs. Chavez, you owe 300" -- you know, whatever this
10 number is -- "427.98." Is that correct?

11 A Correct.

12 Q Okay. So I have that --

13 A Nothing -- go ahead. Sorry.

14 Q No, no. You go ahead.

15 A Nothing that came in the mail looked like
16 this, that I have personally seen.

17 Q So the letter that you were mentioning
18 receiving, best estimate, when do you think that
19 arrived? I'll ask, how many weeks or months after the
20 car was turned in did you receive it? The letter?

21 A Several, because I was caught off guard. I --
22 and I -- I was pretty pregnant so my guess would be in
23 the winter time, closer to the end of the year.

24 Q Okay. And so let's just assume it was
25 somewhere in the tail end of 2021. What -- did you do

1 anything in response to the letter, you, personally? Or
2 did your -- do you have knowledge of your husband doing
3 anything in response?

4 A I called.

5 Q Called?

6 A I called Ford Credit.

7 Q Okay. Tell me what number did you call, you
8 know? What -- how did you go about that?

9 A Whatever number was at the bottom of the
10 letter. I don't remember it now. And we did try and
11 find our phone records from it but they didn't go back
12 that far. I called them and I asked what it was. They
13 said, "It's standard when you don't lease a car or
14 purchase with us."

15 I said, "You guys had no inventory. We tried
16 multiple times." They basically told me, in so many
17 words, that's not their concern. And I said, "We're not
18 paying this. Was not aware of this payment" and I asked
19 for it to be escalated.

20 Q Okay. Then what happened?

21 A We got another letter.

22 Q How then -- within however many weeks from the
23 first one?

24 A Correct. I'm not sure. I felt like it was
25 long because I -- I remember -- I remember feeling like

1 So the Cortland property was sold in April of
2 2022. Okay. So let's go back to 2022. At any point
3 between the beginning of 2022 and when you sold
4 Cortland, was there any instance during that period
5 where you checked or were provided with your credit
6 score?

7 A Yes, when we were pre-approved for a new home.

8 Q Okay. When were you pre-approved for a new
9 home?

10 A Early 2022, I believe. Right around the sale
11 of our house.

12 Q So if you sold it in April, like February-ish?
13 In that range?

14 A Yes, we had a 60-day escrow so it could have
15 been a little earlier.

16 Q You had a 60-day escrow on a new home?

17 A No, on the sale of Cortland.

18 MR. ESPOSITO: Sorry.

19 And I'm sorry, Madam Court Reporter, I
20 just interrupted.

21 BY MR. ESPOSITO:

22 Q You had a 60-day escrow on the sale of
23 Cortland; right?

24 A Correct.

25 Q Okay. Now when you say you were pre-approved

1 for a home loan, through who?

2 A The company my dad worked for at the time.

3 Q Which was what?

4 A I believe it was, like, Standard Guarantee
5 Mortgage.

6 Q Did you fill out a credit application with
7 Standard Guarantee?

8 A Yes.

9 Q Okay. And both you and your husband were on
10 the application?

11 A Yes.

12 Q Okay. And when you filled out the
13 application, what -- did your loan officer/father tell
14 you what your score was?

15 A Yes.

16 Q What did he say it was?

17 A He said mid to high-sevens.

18 Q For you, personally?

19 A Yes. I believe he said, "Ours" so I didn't
20 specifically ask, I guess.

21 Q He kind of grouped you guys together when he
22 mentioned it; yeah?

23 A Correct, yes.

24 Q Did he show you any documents that showed the
25 mid to high-sevens? Or did he just tell you in a

1 conversation?

2 A He showed me documents but we were in person
3 so I'm -- I don't have them. I looked in my email.

4 Q Okay. He ran some sort of credit thing and
5 showed you guys where you were at; correct?

6 A Correct.

7 Q And your Dad, Rocky, is that his given name or
8 is that a nickname?

9 A No, that's his given name.

10 Q Okay. And does he still work for Standard
11 Guarantee?

12 A I believe so.

13 Q Where's his office?

14 A He works out of his home.

15 Q Out of his home?

16 A Mm-hmm.

17 Q What's the address?

18 A I don't know the numbers. It's Green Acres
19 Road, in Auburn.

20 Q You don't know the physical address?

21 A I could look it up, if you want.

22 Q I do.

23 A Okay.

24 Q In Auburn, what's the ZIP?

25 A I don't know. I will look it up.

1 Q Okay. But he's -- is -- and by the way,
2 because it's difficult to pronounce, I'm going to call
3 him "Rocky," if that's okay with you. Is he doing the
4 same type of work now that he did when you guys were
5 working with him or has it changed?

6 A It's the same.

7 Q Okay. So the best way you can put the timing
8 is, the Cortland place is in that -- you know it's in
9 escrow so you know it's somewhere in that 60-day window
10 between -- before when it sold in April of 2022;
11 correct?

12 A Correct.

13 Q Okay. So do you remember what you had to give
14 your father to run the credit? Did you give him, like,
15 just your Social? Or do you remember what he required
16 to run that application?

17 A Yes. I mean, of course, our Social; our
18 addresses; previous addresses; Carter's bank -- like,
19 our bank statements; or our -- his check stubs from the
20 last, however many years; and he also needed some sort
21 of school stuff from Carter's loans from school. I have
22 his address, if you would like it.

23 Q Sure. I appreciate that.

24 A Sure. It's 1545 Grass Valley Highway, Number
25 44, in Auburn, California 95603.

1 So it's early 2022; you're working with your
2 father; he tells you two things. He says, "I show you
3 guys up in the 700s for your credit score and you've
4 been pre-approved for a loan of 600. Approximately.
5 \$600,000." Correct?

6 A Correct.

7 Q Tell me what's next. Tell me, once Rocky
8 gives you that information, what do you do next, with
9 regards to your home search?

10 A Sure. We wanted to look for a home. So do I
11 keep going? Sorry.

12 Q Okay. Yeah, keep going. Yeah. Tell me about
13 your search. Where you were looking, what you wanted to
14 do, that kind of thing.

15 A Sure. So it was right around that time. We
16 were either in contract or about to be in contract to
17 sell our -- to sell our current home. So that would get
18 us a better idea of what we could do. At that time, the
19 market was not conducive towards contingent offers so we
20 had to sell our home in order to be competitive. So our
21 home was currently in escrow and we started actively
22 looking at properties.

23 Q Do you remember when you put the Cortland
24 property on the market?

25 A January 2022.

1 Q And do you remember when you got the offer
2 that you eventually ended up taking?

3 A It was around -- it was within a week or two
4 of putting it on the market.

5 Q Quick?

6 A Yeah, pretty quick.

7 Q Okay. So you're in -- your Cortland place was
8 in contract to sell; you had been pre-approved for
9 approximately \$600,000; and what happened next? Do you
10 guys -- are you looking at places online? Or tell me
11 how you're going about it?

12 A Yes. We would look on Zillow, of course. We
13 had a realtor who was looking as well. We -- we were
14 pretty particular about the area that we wanted to be
15 in. I mean, we have kids. We wanted to be around
16 friends, family, things like that. I guess, not family.
17 Anyways, we wanted to be around friends.

18 We don't have family in the area so being
19 close to friends who can help with our children, as far
20 as pick up or drop off or going to the same school, was
21 important. And we had a really hard time finding
22 things. We didn't get a lot of luck until we heard
23 about a home that was available next to our best
24 friends, at the time. And it wasn't on the market yet
25 but they knew that he was looking to sell and so we

1 entered into some conversations with him.

2 Q Okay. Do you remember what was -- what is the
3 name of the seller?

4 A I am so sorry, I don't remember.

5 Q Okay. What if --

6 A For some -- huh?

7 Q Go ahead. Sorry, I stepped over you. Go
8 ahead.

9 A I would just be guessing and throwing names
10 out that sound similar, so.

11 Q Okay. How -- what were the names of the two
12 best friends that live next door?

13 A Jake Soberal and Jordan Hogue. Both of their
14 families live next door.

15 Q You mean not in the same house but in that
16 general area?

17 A Yeah. It's, like, all in a row.

18 Q What was the address of the property that you
19 were interested in?

20 A I don't remember the numbers but it was on
21 Pine Street.

22 Q Okay. In Fresno?

23 A Correct.

24 Q Did you, personally, have any discussions with
25 the owner?

1 A Yes.

2 Q Okay. Was it a man? Was it a woman?

3 A It's a man. It was a man.

4 Q Okay. So your friends tell you about this
5 property. It's not on market yet but the guy's looking
6 to sell. You have some chats with this guy but you
7 don't remember his name; right? But some informal
8 chats. Tell me what happens next.

9 Did I -- I assume that your -- what is your --
10 I don't want -- I'm asking too many questions at once.
11 What happens next, in terms of working with your father
12 to, you know, go through the process?

13 A We took a look at the house; we walked around
14 with the owner; me and Carter chatted. It was going to
15 be -- we asked him what he was wanting to sell it for.
16 We told him what we could offer him. We tried to
17 sweeten the deal by being, like, "What if we do closing
18 costs?" Just normal negotiation because it wasn't on
19 the market yet.

20 At that point in time, we went back to my dad
21 and we're, like, "We really want to put an offer in on
22 this house. We really love it. Like, is the loan,
23 like, ready to go if we put in a formal offer?" He
24 said, "Let me check. I'm pretty sure everything's good
25 to go." He ran our credit and that's when we found the

1 Ford had knocked us down, at that point.

2 Q Okay. So I'm going to call -- I used it in
3 the -- in your husband's deposition. Let's just call
4 the mark, the -- let's call the charge -- we'll call it
5 "the charge" from Ford. I'll call it "ding." Right? A
6 credit ding?

7 A Okay.

8 Q We'll use that term so we know we're talking
9 about. What was -- do you remember what the seller was
10 asking? Do you remember what his asking price was?

11 A It was, I want to say, like, 555 or somewhere
12 around there, 550. And then we offered, like, to pay as
13 part of closing costs or something.

14 Q Okay. So let's go back to the -- go back to
15 that -- or your -- that bigger stack, Courtney. The
16 "Request for your Responses to the Requests for
17 Production," let's look at that. Let's look at Exhibit
18 A.

19 A Is there a number?

20 Q It's like the tenth page in the stack.

21 A Okay.

22 Q So you go back to your father; you say, "We're
23 really interested," you know; and he says, "Okay. Let
24 me, you know, just go back and check." And he says,
25 "Oh, there's an issue. I found this ding," as we just

1 described, "from Ford." Right? Ford Credit; correct?

2 A Yes.

3 Q And is that -- what is this -- to you, what is
4 this Exhibit A? What is this document? Do you know?

5 A I'm not sure I'm looking at the right thing.
6 My apologies.

7 Q It's okay.

8 A Because we're still in the -- we're still in
9 the -- it doesn't say anything, sorry. It doesn't look
10 like a document. It looks like our responses to --

11 Q We're in Exhibit 2, which is "Courtney
12 Chavez's" -- your attorney just put it up on the page.

13 THE WITNESS: Oh, thank you.

14 BY MR. ESPOSITO:

15 Q "Courtney Chavez's Responses to Requests for
16 Production" but it's just this one little snippet here.
17 And I'm asking -- my question is, do you know what this
18 is? Have you seen this document before? Do you know
19 what it is?

20 A Yes. That is what we were shown to show that
21 Ford had dinged our credit.

22 Q That's what you were showed by who?

23 A I believe so.

24 Q By who?

25 A Rocky, my dad.

1 Q Okay. Rocky showed you this at the time,
2 meaning, in March of 2022?

3 A Yeah, I believe so. I believe so.

4 Q Okay. So Rocky says, "Hey, there's an issue.
5 There's this ding from Ford" and he pulls this up, but.
6 And does he tell you what your new credit score is, now
7 that this has been, you know, found? Or it has hit your
8 credit?

9 A He said, "Mid-sixes," I believe, if I'm
10 recalling correctly.

11 Q If you recall correctly, you mean?

12 A Yes.

13 Q Okay. So he says, "I found this ding. Your
14 credit scores are now in the mid-600s." And then what
15 happens?

16 A He said that "Your payment for this house is
17 going to be much higher than what you were wanting to
18 spend." And me and Carter looked at the numbers and we
19 couldn't do it. So he's like, "You got to get this off.
20 If we can get this off of your credit report, then we
21 can -- we can move forward. But it's -- it's really
22 messing it up."

23 So at that point, I wrote a letter to Ford
24 Credit asking -- well, I called. I called Ford Credit
25 or I called the credit company that had it. Because I

1 So then, after you talk to them on the phone,
2 you sent a letter to the credit bureau or to Ford
3 Credit?

4 A To Ford Credit.

5 Q Okay. And that was a letter that you sent via
6 email or mail?

7 A Email, I believe.

8 Q Okay. And then that's an email that you
9 testified you couldn't find; right?

10 A Correct. I tried to look back through my
11 records.

12 Q Okay. And then now we're in, sort of, what?
13 We're in, basically, spring, late spring of 2022;
14 correct?

15 A Correct.

16 Q And we went through the disputes, you know,
17 the method of disputing, with Experian and TransUnion;
18 and your husband testified that he took care of that
19 process. Is that correct?

20 A Yes, that's correct.

21 Q Okay. And then you retained Mr. Snyder's
22 office around what date?

23 A I would have to look at my records. I don't
24 recall. I'm sorry.

25 Q The letter that he wrote my client is dated

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EXHIBIT C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

COURTNEY CHAVEZ and

CARTER CHAVEZ,

Plaintiffs,

v.

Case No.

FORD MOTOR CREDIT COMPANY, LLC, 1:23-cv-01205-SKO

EQUIFAX INFORMATION SERVICES,

LLC, EXPERIAN INFORMATION

SOLUTIONS, INC., TRANS UNION

LLC, and DOES 1-10 inclusive,

Defendants.

DEPOSITION OF CARTER CHAVEZ

DATE: Tuesday, September 10, 2024

TIME: 10:13 a.m.

LOCATION: Remote Proceeding

Fresno, CA 93711

OFFICIATED BY: Carissa Narciso

JOB NO.: 6801018

A P P E A R A N C E S

ON BEHALF OF PLAINTIFFS COURTNEY CHAVEZ AND CARTER
CHAVEZ:

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P R O C E E D I N G S

THE OFFICER: Good morning. My name is Carissa Narciso; I am the deposition officer assigned by Veritext to take the record of this proceeding. We are now on the record at 10:13 a.m.

This is the deposition of Carter Chavez taken in the matter of Courtney Chavez and Carter Chavez vs. Ford Motor Credit Company, LLC, et al., on Tuesday, September 10, 2024, located in Fresno, California.

I am a notary authorized to take acknowledgments and administer oaths in California. Parties agree that, as the deposition officer, I will swear in the witness remotely.

Additionally, absent an objection on the record before the witness is sworn, all parties and the witness understand and agree that any certified transcript produced from the recording of this proceeding:

- is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the same manner as a deposition recorded by stenographic means; and
- shall constitute written stipulation of such.

1 At this time, will everyone in attendance
2 please identify yourself for the record.

3 MR. ESPOSITO: Matthew Esposito, from the
4 law firm of Severson & Werson. I'm representing
5 Defendant Ford Motor Credit Company, LLC.

6 MR. SNYDER: Matthew Snyder, for the
7 Plaintiff Carter Chavez.

8 MR. CHAVEZ: And I'm the Plaintiff,
9 Carter Chavez.

10 THE OFFICER: Thank you. Hearing no
11 objection, I will now swear in the witness.

12 Mr. Chavez, will you please raise your
13 right hand?

14 WHEREUPON,

15 CARTER CHAVEZ,
16 called as a witness and having been first duly sworn to
17 tell the truth, the whole truth, and nothing but the
18 truth, was examined and testified as follows:

19 THE OFFICER: Thank you.

20 Please begin.

21 MR. ESPOSITO: Okay.

22 EXAMINATION

23 BY MR. ESPOSITO:

24 Q Good morning, Mr. Chavez. How are you?

25 A Good. Good morning. How are you?

1 us, basically. And that was the reason to then get the
2 2018 Ford Escape.

3 Q Got it. Okay. So bear with me here and let
4 me walk through this for purposes of the record because
5 I think I've got it now. So the Ford Escape, the 2018
6 Ford Escape, was leased in or around July of 2018;
7 correct?

8 A Yes.

9 Q Okay. At the time, prior to, you know,
10 driving off the lot with that vehicle, Mr. Chavez, you,
11 were driving the Corolla; correct?

12 A Correct -- correct.

13 Q And Mrs. Chavez was driving the Mitsubishi,
14 which basically went out on you; right?

15 A Yes.

16 Q Okay. And so then when we -- then again,
17 I'm -- you'll see why I'm asking about Mrs. Chavez. So
18 when you guys go into the dealership in 2018, you're
19 basically getting a car for Courtney; correct?

20 A Yes, that's correct.

21 Q Mrs. -- sorry, Mrs. Chavez. Is -- what's the
22 thought process, Mr. Chavez, or tell me about, if you
23 remember, when you guys go in to get this car. Even
24 though it's going to be her car -- and again, I'm not --
25 again, every family operates differently.

1 A I believe it's John Andrews. He was the one
2 who did it with us in our living room. I don't -- I --
3 I cannot confidently say. I don't confidently remember
4 who signed there but I believe it was John Andrews.

5 Q So did you -- that actually helps, Mr. Chavez.
6 And you said, "In your living room." Did you guys go to
7 the dealership and pick out the car and do the deal
8 there? Or did you just do it online; and since you had
9 this relationship, do the whole thing from home?

10 A They -- he drove with his brother down to
11 Fresno with the Ford Escape and we did it in our living
12 room, face to face.

13 Q Did you -- had you seen it before he drove it
14 down?

15 A I do not recall.

16 MR. ESPOSITO: Okay.

17 Scrolling up. Matt, take it back up to
18 the top of the page. It's got, in -- Box 2 has the
19 monthly payments.

20 BY MR. ESPOSITO:

21 Q Is that was that you recall the monthly
22 payment being, Mr. Chavez, is \$293.74?

23 A Yes, I believe that's correct.

24 Q Okay. And you see that Box 3, "Other
25 Charges"? And you see the 395 there and the initials on

1 the side? Do you recognize those initials?

2 A I mean, there are initials of "CC." I -- I
3 don't remember doing that. And it -- it -- yeah.

4 Q Okay. You don't recall putting your initials
5 in this box? Is that right?

6 A Correct.

7 Q How about in Box 4, "The total amount you will
8 have paid at the end of the lease." Do you recall
9 initialing there?

10 A No, I don't recall initialing there.

11 Q But you might have; you just don't recall?

12 A Yeah.

13 MR. ESPOSITO: Okay.

14 How about, Matt, scroll down a little bit
15 into this itemize of "Gross Capital Cost." It's Box 11.
16 BY MR. ESPOSITO:

17 Q See, Carter, where there's a zero crossed out?
18 It says, "NA" and then there's two other initials. Do
19 you recall putting your initials there?

20 A I don't recall that, no. To me, it seems -- I
21 don't -- I don't remember putting initials on something
22 that was just crossed out initially on a pen. That --
23 and that's -- that's why I don't remember doing it
24 because that doesn't seem to be something that I would
25 sign, a handwritten crossed-out item.

1 do with regards to her vehicle. Tell me a little bit
2 about those discussions.

3 A So we -- we were not wanting to -- to renew
4 the lease on the Ford Escape or purchase it, for the
5 reason that we had -- between 2000 -- from 2018 to 2021,
6 July 2018 to July '21, we had two more children. We had
7 a son in February of 2019 and then another son in
8 January of 2021. And so the Ford Escape just didn't fit
9 our needs with our growing family. Three car seats in
10 the back just didn't work and so we were looking to get
11 a bigger vehicle.

12 And so we, obviously, made it work up to that
13 point. We had to. That was -- the vehicle, the lease,
14 didn't end 'til July. And so in the months preceding,
15 yes, we had conversations and we were looking to upscale
16 into a larger vehicle. Either an SUV or a minivan.

17 Q Okay. Congratulations, by the way, on the --
18 that's a big jump. That's -- those are good reasons to
19 need a bigger car. What -- did you guys have
20 discussions at the time about whether you wanted another
21 Ford?

22 A Yeah, we were happy with Ford, I mean. And we
23 reached out to John Andrews again. We were happy with
24 the -- the -- how it was for us and there just was not
25 any inventory. It was -- March to July of 2021, there

1 was very little shortage; COVID was still a thing; there
2 was chip shortages. I don't know the reason. That's
3 just what the media was saying was low in inventory.

4 And so, yes, we reached back out to John. We
5 looked here in Fresno for another Ford and there just
6 wasn't anything that would fit what our family was
7 looking for.

8 Q Okay. Fair enough. So you basically told
9 John, you know, something -- again, estimating some time
10 when you knew the lease was approaching its end, you
11 reached out to John and said, "John, our lease is about
12 to come up. You know, put your feelers out there. Put
13 your eyes out for something bigger."

14 And John basically said, "Look, guys, you
15 know, this time of year, for all the reasons just
16 mentioned, there just isn't really a ton of inventory."
17 I'm paraphrasing but is that basically how it went down?

18 A Yes.

19 Q Okay. So once John sort of, you know, gave
20 that information, obviously, you trusted him. Did you
21 start then to consider other makes of vehicle?

22 A Yes, because we were then concerned of it
23 would -- I mean, it's -- it's an emergent situation in a
24 way of, as a family, we need a vehicle. We knew the
25 lease was ending up in July of 2018 -- 20 -- sorry, of

1 2021, for the Ford. We need another vehicle.

2 And when we realized the magnitude of the
3 shortage, like, this could be an issue of us not getting
4 a vehicle, we started to look much quicker and that's
5 when we started to look for other vehicles.

6 Q Okay. And I'm correct to assume that that's
7 what led you to, in May of 2021, eventually lease the
8 Honda Odyssey, 2021 Honda Odyssey. Is that correct?

9 A Yes, that's correct.

10 MR. ESPOSITO: Okay. Let's take a look.

11 So, Matt, if you would, I'd appreciate
12 it, put Exhibit 2 back up on the screen? And,
13 Mr. Snyder, will you scroll down to Exhibit H? It's
14 Page 35 of the PDF.

15 BY MR. ESPOSITO:

16 Q All right. Mr. Chavez, do you see the
17 document that's on the screen right now?

18 A Yes.

19 Q Okay. Have you seen that document before?

20 A Yeah, it's very small. Do you mind giving me
21 a second to get the hard copy? Just --

22 Q Of course. Take your time.

23 A -- easier to look at?

24 Q Yeah, of course.

25 A It's Exhibit H? Is that correct?

1 out, picking out, deciding on the Honda? And what I
2 mean by that, I'll give you an example.

3 When I got my last car, I went down to the
4 dealership, they showed me a couple of things. One I
5 was kind of interested in; told them I was shopping
6 around; came home; got a few calls from the dealer.
7 "Hey, we'll do this for you, we'll do that for you."

8 Eventually, I made my way back down, after
9 looking at a few other vehicles, decided on the one that
10 they had, and signed the papers. Process took no more
11 than two and a half weeks. How long was the process,
12 from start to finish, with picking out signing on and
13 leasing the Honda 2021 Odyssey?

14 A I mean, it was -- I -- I don't remember the
15 exact time frame on how long it took. But it wasn't all
16 of a sudden we, like, talked to John and then nope, we
17 went right to Honda. We -- you know, we sent multiple
18 messages over the time, "Hey, is there any inventory?
19 Our lease is going to be up. You know, looking for
20 other things that might come up in March and in April."
21 And he kept responding "No."

22 Then we started even looking at the Ford
23 dealership here. At this point, we were still, you
24 know, happy to stay with Ford. Like, we went to the
25 Ford dealership here in Fresno, looked; they didn't have

1 any of the inventory that we were looking for. We were
2 still looking. You know, John was still looking.

3 We went to a Toyota dealership before; they
4 didn't have the inventory of what we needed. I believe
5 we made phone calls to other dealerships in Fresno; I
6 don't remember which specific ones. And then we went to
7 a Honda dealership in Fresno and they had one minivan
8 left of something that was perfect for us.

9 And that was when we were like "Hey, we've
10 struck out on a lot of different things" and that's when
11 we -- we signed it, that day. Because we were, like --
12 two of them had literally been sold that day. And
13 she's, like, "We don't have any more coming in -- in the
14 future that we can see." And so with -- that's when we
15 ended up signing up, on that day.

16 Q Okay. So to summarize, it wasn't like you
17 were hunting out Odysseys for a while. You -- from the
18 point where you actually leased it, you know, maybe a
19 day, two days, maybe. And if not that. But deciding
20 "Hey, this is the car we're going with. Let's get this
21 done." Right?

22 A Yeah, we're not -- we're not, like,
23 streamlined on just a Honda. We were looking for a
24 vehicle that fit our needs and there just wasn't --
25 wasn't the inventory on that that we -- we could find.

1 And we looked in many different avenues, many different
2 dealerships. And then we -- when we finally got one
3 that we wanted, we -- that would fit for us, that's when
4 we end up going.

5 Q Okay. So let's go back again. Let's go back
6 to 2021, in the -- in that -- let's go back to --
7 returning the 2018 Escape. Okay. Did you and your wife
8 handle the return of the vehicle, you know, dealing with
9 the inspection and all that, together? Was it just you?
10 Was it just her? Or did you guys do it together?

11 A So there -- we did an inspection. We got a
12 phone call from someone at Ford leading up to it, couple
13 months before -- I don't remember the exact date or
14 month -- saying, "Hey, your lease is up. If you're
15 going to return the vehicle, you need to get an
16 inspection report." And we -- it's in -- it's in the
17 exhibit somewhere, an inspection report.

18 And so it was through a third party. They
19 came out to our house, looked over the vehicle, made
20 sure there was no rips and tears. And they did it and
21 we were given the go ahead that it was in return --
22 what's the word -- like, return shape to be returned.
23 And so that was prior to July, when we actually returned
24 the vehicle to Ford.

25 Q Okay. So and I'll -- well, you're right. It

1 is in the docs and we'll look at it, but. So June, they
2 inspected; no big dents, no rips in the upholstery; it's
3 good. It's where we'll accept it basically; right? And
4 then you return it in the beginning of July? Is that
5 your recollection?

6 A Yes.

7 Q Okay. And let's talk about the actual return
8 in July. Did you -- this is what I meant before when I
9 was asking. Did you and your wife both take it to a
10 dealership in Fresno? Or did one of you do that?

11 A It was just me. She drove me, with the kids
12 in the car, and I went in. I didn't think it would take
13 very long. It was very -- it was a very bizarre
14 experience. There was very few people there, very few
15 people who understood what -- what I was trying to do.

16 And I was like, I -- I don't want to just give
17 the keys to any salesperson. I was like, "Hey, like, I
18 feel like there needs to be something to -- to sign or
19 like a process of returning." And that no one really
20 had any expertise on this so "Hey, let me talk to this
21 person. Let me talk to this person." I don't remember
22 anybody's names.

23 But I finally got ahold of someone who knew
24 the person who was supposed to do it and they were kind
25 of working alongside of them. And so they wrote down my

1 information; the key; I gave them the VIN; I gave them
2 the license plate number and the keys and that was that.

3 Q So the part where you just said you finally
4 found somebody who knew the person who was supposed to
5 do it who was basically supposed to take it in. Who
6 was -- who did you believe the person that was supposed
7 to take it in? Do you remember their name?

8 A No, I was never given a name. I was told to
9 return it, go to the front desk and they will point you
10 in the direction of where to go.

11 Q Okay. I just --

12 A That's what I was told.

13 Q -- go ahead. I just wanted -- so that's why I
14 want to clarify. What you said was, you went in there;
15 you didn't feel, like, comfortable just handing the keys
16 to some random person; and then you said you eventually
17 came into contact with the person who knew the person
18 who was supposed to take it.

19 You just meant -- do you just mean you ran
20 into a person who knew where the returns were handled?
21 Is that what you meant? Or did you mean someone
22 specific?

23 A Yeah, who was supposed to take it. I -- I was
24 not an expert in who I should be -- I was not given a
25 name on "Hey, look for this person" or "Look for this

1 title." Over the phone, I was told, "Take it into the
2 Ford dealership in Fresno." It doesn't have to be in
3 Auburn, where we got the lease; it could be at any one,
4 at Fresno Ford, the Lithia dealership in Fresno.

5 And then I went in and went to the front desk.
6 They seemed very puzzled with what I was trying to do.
7 They bounced me around to multiple people, finally ended
8 up with someone who understood what was happening, and
9 that's who I gave the -- the stuff to, the keys and the
10 information. I asked if there's anything else that we
11 owed; I asked him if there is anything else that we need
12 to do or sign.

13 And they said, "No, I don't believe so. If
14 there is, then we'll contact you later." But at that
15 moment, when I gave it to them, there was little
16 expertise on the dealership side on what was happening
17 and what I needed to do did.

18 Q And this was -- if I'm picturing a dealership,
19 is this someone -- are you in the service area, like
20 where the cars get returned? Or are you in that front
21 area with the show cars and, you know, where the display
22 cars are and stuff? Do you remember?

23 A It wasn't in the display cars but it was like
24 next to it and then it finally funneled back into more
25 offices with doors and a hallway. And offices with, not

1 cubicles, but a small 8 by 8 room or something.

2 Q Did they -- well, did -- Mr. Chavez, while you
3 were there, obviously, I'm only asking what you saw, did
4 they go out with you and check the mileage? You know,
5 look -- check the odometer?

6 A No, they did not and that seemed very bizarre
7 to me.

8 Q Okay. So eventually, you have this
9 discussion -- and again, I know the answer, I'm asking
10 again. You don't know the individual -- the last
11 individual that you talked to, that just said -- you
12 basically handed the keys to, you don't recall that
13 person's name; correct?

14 A No, I do not. Man.

15 Q Man or a woman?

16 A Male.

17 Q Description? If you can remember?

18 A 40s, 50s. Shorter, brown hair.

19 Q Ethnicity?

20 A I believe, white.

21 THE OFFICER: I'm sorry, I didn't hear
22 what you said, Mr. Esposito?

23 MR. ESPOSITO: I asked -- I said
24 ethnicity, if he recalled his ethnicity.

25 //

1 BY MR. ESPOSITO:

2 Q Okay. So, Carter, gave him the keys; maybe he
3 shook your hand; and you were out the door. Is that
4 right?

5 A Yes, I wrote down the VIN and the -- the
6 license plate number. I -- I went in, prepared to
7 return it, assuming that there'd be some process, and
8 there was no process. It was, I gave it to him; he's
9 like, "Cool. Thanks." Took the keys, took the number.

10 Q You mean -- sorry. You wrote down the VIN and
11 the license, in case they asked you for it you had it on
12 a piece of paper or something, you're saying?

13 A Yes, that's correct.

14 Q Okay. I guess what the only thing I'm kind of
15 just a little unsure of is, it sounds like what you're
16 saying, Mr. Chavez, is that when you went in there, it
17 was a little unorganized; right? And you weren't just
18 going to say, "Here," you know, lay the keys on the
19 counter. You wanted to give it to somebody who, at
20 least, was there to -- that you could have -- that you
21 could at least reliably believe was going to accept the
22 vehicle.

23 What did the person that you eventually gave
24 the keys over to and said goodbye to or whatever, what
25 led you to believe that they were an acceptable person

1 to, you know, complete the transfer? Did they say,
2 "Hey, I'll take care of it"? Or what changed your
3 position from saying, "Man, I don't know where -- what
4 to do in here" versus "Okay. This is somebody I'm
5 comfortable dealing with"?

6 A He said he knew the person who dealt with that
7 matter -- I don't remember the name -- and that he would
8 give it to him tomorrow morning. I still left a little
9 uneasy but I also -- there -- there -- that was the
10 lease date. I also didn't want to get charged or in
11 trouble for keeping the car longer and, so.

12 Q I got you. He -- the bottom line is, you
13 don't remember anyone's name but the gentleman said he
14 can -- he will get -- whatever you're giving him, he
15 will get it to the right person. He knew who that
16 person was; correct?

17 A Correct.

18 Q Okay. Mr. Chavez, when you and your wife
19 leased the 2018 Escape, did you complete a credit
20 application?

21 A Yes.

22 MR. ESPOSITO: Okay. You probably have
23 it. I'm going to make it Exhibit 3; and I just sent it
24 to your attorney. Tell me when you either -- if you
25 have in front of you, Mr. Chavez. I just want to

1 I'm going to make -- when I say, "It," I mean, the Ford
2 Escape. Exhibit 4 is going to be -- again, this is in
3 your -- you produced this, Mr. Chavez. This is going to
4 be -- just sent it to your lawyer.

5 This is the July 2021 Statement from Ford,
6 from Ford Credit, which refers to the lease payment, the
7 disposition fee, the tax. So the total amount due of
8 \$427.98. Tell me when you see that Statement. And I
9 also sent it to your counsel for Exhibit 4.

10 (Exhibit 4 was marked for
11 identification.)

12 A Oh yes, I see.

13 Q See it?

14 A Yeah.

15 Q Mr. Chavez, for the Ford Escape, were your
16 statements sent to you and Courtney in the mail? Or did
17 you just review them online? Or did you not even review
18 them?

19 A We -- they were online on a -- we had an
20 account set up. We did not access it very much at all
21 because it was an auto debit out of our account. So it
22 was not something that we felt necessary to look at.

23 We did look at it, leading up to July, looking
24 for things, like, to get the vehicle turned back in. So
25 we did check that account multiple times, leading up to.

1 But after it was returned, we did not look at them.

2 Q Okay. Appreciate that. So tell me, the lease
3 disposition fee, you know, obviously that we're -- you
4 know, makes up the crux of the lawsuit, when did you
5 personally first find out that that was owed? You know,
6 if you weren't getting the bills, I understand. When
7 did you personally first find out that it was owed to
8 Ford?

9 A Not for a couple months later. I don't
10 remember exactly when.

11 Q Okay. Then I guess the next question would be
12 then how were you made aware that it was owed?

13 A I don't know if was a letter or an email. I'm
14 not positive how. And I'm not sure if I was made aware
15 first or if my wife was made aware first. I'm not sure
16 how we first became aware of it.

17 Q Okay. So safe to assume, at some point --
18 again, we're just estimating here so this is not -- if
19 this is -- if this ends up being off, it's not -- I'm
20 asking you just to estimate with me. But sometime in
21 the tail end of 2021, a letter or an email from Ford
22 Credit let you or your wife know this amount was due and
23 owing. Is that right?

24 A Yes, that's correct.

25 Q Okay.

1 and exact credit scores but we did have official credit
2 scores pulled early in 2022. And both mine and
3 Courtney's were -- all three -- all of them are
4 different but they were all in the ballpark of 725.

5 BY MR. ESPOSITO:

6 Q Okay. Fair enough. And we'll get into that.
7 We'll get into the home purchase efforts in a little
8 bit. But you personally don't have any evidence of that
9 725 number. Is that right?

10 A No. Our -- our lender, Rocky Covarrubias, is
11 the one who pulled our credit scores on that.

12 Q He pulled them and showed them to you but he
13 didn't give you hard copies. Is that right?

14 A No. That's correct.

15 Q Okay. And you think -- and I'll ask her in a
16 little bit, Mr. Chavez -- but ballpark, you and
17 Mrs. Chavez were about the same. Is that right?

18 A Yeah. She was a little higher, I believe, but
19 it was not by -- not by much. And what -- what I was
20 told by our loan officer was that, mostly above that --
21 that 700 was -- it was a good -- where you're going to
22 get -- you're not going to get much more above 750 to
23 700. It's going to be about the same interest rate for
24 it.

25 And so this credit scores -- we didn't look,

1 it's Exhibit A.

2 Tell me when you see -- when you have
3 that in front of you, Mr. Chavez.

4 THE WITNESS: Yes. Oh, sorry. Yes, I
5 see it. I apologize. Yes.

6 BY MR. ESPOSITO:

7 Q Is that what you -- is that the snippet that
8 you mentioned Rocky showing you?

9 A Yes.

10 Q Okay. And Mr. -- sorry, Rocky said, "Hey, you
11 know, this showed up. Do you know what this is? Do you
12 know what this snippet is from?"

13 A Yes, he asked us that and then we knew
14 immediately that it was Ford. We could tell from the
15 "FMCC" but also about what was happening, you know,
16 previously with Ford claiming that they were still owed
17 that money for the disposition fee.

18 Q What -- but let me -- and I appreciate that
19 but let me ask you -- I might have asked the wrong
20 question. What is this document? What is this cut
21 from? Is this a credit report? Or do you know what
22 this is? I just -- I've never seen anything in this
23 format so I'm asking if you know what this is.

24 A Yes, this is, from what I was told from Rocky,
25 this was an official credit report that his office ran

1 to pull our credit. He was -- so in -- at this time, in
2 March 2022, we were already in contracts to sell our
3 Cortland house and we were looking very closely at a
4 house to purchase at this time.

5 So he was regularly looking to see what our
6 credit was to see if he can lock in a rate for us. And
7 so he was continually pulling credit, just making sure
8 where we're at and running -- I don't know exactly what
9 the whole process is -- but running things to see what
10 rate we could get.

11 Q Is this -- okay. So I understand. I totally
12 understand all that but this doesn't -- tell me if I'm
13 missing it -- this doesn't -- this Exhibit A doesn't
14 show your credit score, does it?

15 A No, it does not. Unfortunately, we do not
16 have that. We reached out to him and he's unable --
17 he's changed companies. He's unable to get that exact
18 document, from what I've been told.

19 Q Okay. And, Mr. Chavez, Rocky is your -- wait.
20 His -- how is he related to you and your wife?

21 A He is Courtney's father.

22 Q Her biological father?

23 A Yes. Yes, biological father.

24 Q And in 2022, what loan company or mortgage
25 company did he work for? Who was his employer?

1 A Yes, that's correct.

2 Q -- to Exhibit A; right?

3 A Will you repeat that?

4 Q When I said, "This," I meant -- you know I was
5 referring to Exhibit A; correct?

6 A Yes, that's correct.

7 Q So, again, Mr. Chavez, I don't want to put
8 words in your mouth because I appreciate -- I can tell
9 you're giving your best recollection. But Rocky, in
10 March of 2022, he's obviously got his eyes out for you
11 guys, whatever. Because obviously, you're selling
12 Cortland.

13 He pulls this up and says, "Hey, guys, there's
14 this, you know, \$427 charge-off here. That's going to
15 impact your credit." But he doesn't give you a number;
16 right? He doesn't say, "Your credit's now this."
17 You're just -- he just said, "There's a mark here and
18 that's going to cause you guys an issue." Is that
19 right?

20 A Yes, and it caused us an issue. We were in
21 conversation with -- with an owner of a house; we were
22 trying to purchase the house in a neighborhood where we
23 were -- very wanted to be. And once this hit our
24 credit, it dropped our numbers substantially, in that we
25 would not have been able to afford that house that we

1 were currently in -- in talks trying to -- to purchase.

2 Q Okay. And what's the address of the house
3 that you were in talks to purchase?

4 A I believe it is 624 East Pine. I'm not
5 positive. I know it is on Pine Street, in Fresno.

6 Q Okay. What was the name of the seller?

7 A I do not remember. I don't remember at the
8 time, right -- right now.

9 Q Okay. I'll just make a note of that. I can
10 either get that later. Maybe Mrs. Chavez will know.

11 But, Mr. Chavez, this is what I'm kind of
12 getting at here, so. You said you were in conversations
13 with this owner. Was the house not on the market yet?
14 Was this pre-market?

15 A Yes, it was pre-market.

16 Q And because your credit score had dropped --
17 again, I'm just clarifying because I want to make sure
18 I'm not quoting you incorrectly -- you weren't going to
19 be able to purchase this home. My question is, what are
20 you basing that on, because your credit score had
21 dropped? How do you know your credit score dropped?

22 A Rocky, our loan officer, had told us. And
23 ran, in a program -- I don't know the process -- ran --
24 that we would -- our rate would be much, much higher
25 than what we were originally quoted. It was not locked

1 them but do you possess any for the Roberts address?

2 A I have our, like, loan agreement. I don't
3 remember. I'm sure we have the loan agreement. We did
4 not give that and I apologize.

5 Q But you have the loan app, the -- well, you
6 might not have loan application but there -- you may
7 have some documents relating to the Roberts property
8 that could be relevant. Is that fair to say? And I can
9 work that out with Mr. Snyder, if that's the case.

10 A Yes.

11 Q Okay. Now, Mr. Chavez, in the complaint, it
12 says that "Plaintiffs disputed the credit reporting with
13 Equifax, Experian, and TransUnion." Are you aware of
14 disputing the, I'm going to call it a "ding" again, on
15 the credit with those three companies?

16 A Yes, we disputed it immediately after we saw
17 it on our credit because at the time, we were pressed
18 for time to hopefully get the Pine house. And so we did
19 everything that we could to try to get that removed so
20 that we could get the Pine house basically.

21 Q So tell me -- walk me through that, when
22 you -- because people do it different ways. When you
23 disputed it, what does that mean? Tell me what that
24 means, "dispute"? Called someone? Wrote a letter?
25 When you disputed it, what did you do?

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EXHIBIT D

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**


COURTNEY CHAVEZ and CARTER) Case No.: 1:23-cv-01205-SKO
CHAVEZ,)
)
Plaintiffs,) **PLAINTIFF COURTNEY**
) **CHAVEZ'S ERRATA SHEET TO**
) **DEPOSITION TRANSCRIPT**
)
-vs-)
)
FORD MOTOR CREDIT COMPANY,)
et al.,)
)
Defendants.)
)
)
)

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Plaintiff, COURTNEY CHAVEZ, hereby
submits the following errata sheet regarding his deposition transcript.

Page/Lines	Change	Reason
Page 27, Line 14	"I could have but" to "I don't think I did, and"	Further reflection

1 I declare under penalty of perjury that the foregoing is true and correct.
2 Dated: October 10, 2024

3
4 By: 
5 Courtney Chavez (Oct 10, 2024 15:40 PDT)
6 Courtney Chavez
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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. On October 10, 2024, I served a true copy of **PLAINTIFF COURTNEY CHAVEZ'S ERRATA SHEET TO DEPOSITION TRANSCRIPT** via electronic mail to the following:


Matthew J. Esposito
SEVERSON & WERSON, A Professional Corporation
19100 Von Karman Avenue, Suite 700
Irvine, CA 92612
mje@severson.com

Executed on October 10, 2024, at Woodland Hills, CA

☐ I hereby certify that I am a member of the Bar of the United States District Court, Eastern District of California.

☒ I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

☒ I hereby certify under the penalty of perjury that the foregoing is true and correct.

By: 
Patria Hammer







Courtney Chavez Errata

Final Audit Report

2024-10-10

Created:	2024-10-10
By:	Patria Hammer (phammer@toddfllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPw5bEadmay0jk6UMSaOCbDCSutBZd

"Courtney Chavez Errata" History

-  Document created by Patria Hammer (phammer@toddfllaw.com)
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-  Document emailed to metamorphosis.eventplanning@gmail.com for signature
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-  Email viewed by metamorphosis.eventplanning@gmail.com
2024-10-10 - 10:40:04 PM GMT
-  Signer metamorphosis.eventplanning@gmail.com entered name at signing as Courtney Chavez
2024-10-10 - 10:40:35 PM GMT
-  Document e-signed by Courtney Chavez (metamorphosis.eventplanning@gmail.com)
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EXHIBIT E

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER) Case No.: 1:23-cv-01205-SKO
CHAVEZ,)
) **PLAINTIFF CARTER CHAVEZ'S**
) **ERRATA SHEET TO**
Plaintiffs,) **DEPOSITION TRANSCRIPT**
)
-vs-)
)
FORD MOTOR CREDIT COMPANY,)
et al.,)
)
Defendants.)
)
)
)

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Plaintiff, CARTER CHAVEZ, hereby
submits the following errata sheet regarding his deposition transcript.

Page/Lines	Change	Reason
Page 37, Line 12	"Yeah" to "No, I don't think I initialed there."	Further reflection

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 10, 2024

By: 
Carter Chavez (Oct 10, 2024 15:45 PDT)

Carter Chavez

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. On October 10, 2024, I served a true copy of **PLAINTIFF CARTER CHAVEZ'S ERRATA SHEET TO DEPOSITION TRANSCRIPT** via electronic mail to the following:

Matthew J. Esposito
SEVERSON & WERSON, A Professional Corporation
19100 Von Karman Avenue, Suite 700
Irvine, CA 92612
mje@severson.com

Executed on October 10, 2024, at Woodland Hills, CA

☐ I hereby certify that I am a member of the Bar of the United States District Court, Eastern District of California.

☒ I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

☒ I hereby certify under the penalty of perjury that the foregoing is true and correct.

By: 
Patria Hammer







Carter Chavez Errata

Final Audit Report

2024-10-10

Created:	2024-10-10
By:	Patria Hammer (phammer@toddfllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARRfP2P37QY8azPER_75VxiK2MvESCN2J

"Carter Chavez Errata" History

-  Document created by Patria Hammer (phammer@toddfllaw.com)
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-  Document emailed to cchavez1811@yahoo.com for signature
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-  Email viewed by cchavez1811@yahoo.com
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-  Signer cchavez1811@yahoo.com entered name at signing as Carter Chavez
2024-10-10 - 10:44:59 PM GMT
-  Document e-signed by Carter Chavez (cchavez1811@yahoo.com)
Signature Date: 2024-10-10 - 10:45:01 PM GMT - Time Source: server
-  Agreement completed.
2024-10-10 - 10:45:01 PM GMT

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EXHIBIT F

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

COURTNEY CHAVEZ and) CASE NO.
CARTER CHAVEZ,) 1:23-CV-01205-SKO
Plaintiffs,)
Vs.)
FORD MOTOR CREDIT)
COMPANY, et al.,)
Defendants.)
_____)

Video Conference Deposition of JENNIFER
SCHOLL taken with Zoom Video Conferencing on
behalf of Defendants, commencing at approximately
10:00 a.m. PST on October 8, 2024, pursuant to
Notice.

REPORTED BY:

Kathryn Plizga, RPR, Hawaii CSR No. 497

1 APPEARANCES:

2 For Plaintiffs Courtney and Carter Chavez:

3 MATTHEW R. SNYDER, ESQ.

4 Law Offices of Todd M. Friedman, P.C.

5 21031 Ventura Boulevard, Suite 340

6 Woodland Hills, CA 91364

7
8 For Defendant Ford Motor Credit Company:

9 MATTHEW J. ESPOSITO, ESQ.

10 Severson & Werson, PC

11 19100 Von Karman Avenue, Suite 700

12 Irvine, CA 92612

I N D E X

DEPONENT

	PAGE
Jennifer Scholl	
Examination by Mr. Snyder	4

E X H I B I T S

NO.	DESCRIPTION	PAGE
Exhibit 1	Defendant's Response to FMCC's Person (etc.)	7
Exhibit 2	Lease Agreement	11
Exhibit 3	Transaction History	12
Exhibit 4	Carter Chavez ACDV	16
Exhibit 5	Courtney Chavez ACDV	16
Exhibit 6	Notice Letter	19
Exhibit 7	Defendant's Response Letter	20
Exhibit 8	Contract Corrections	31
Exhibit 9	Document from FMCC Bates labeled Chavez 051 - 052	53

1 JESSICA SCHOLL,
2 called as a witness at the instance of the
3 Defendants, being duly sworn to tell the truth, the
4 whole truth and nothing but the truth, was examined
5 and deposed as follows:

6 EXAMINATION

7 BY MR. SNIDER:

8 Q. Good morning, Ms. Scholl. I want to start
9 by saying thank you for being here. I'm sure there
10 are a million other things you would rather be doing
11 than sitting here with me for several hours. So
12 thank you for taking the time out of your schedule
13 for this.

14 A. Sure.

15 Q. My name is Matt Snider. I'm one of the
16 attorneys representing the plaintiffs in this case.
17 Before I get too far ahead of myself, can I just have
18 you state and spell your name for the record,
19 please?

20 A. Sure. My name is Jennifer Scholl. The
21 first name is spelled J-E-N-N-I-F-E-R. The last name
22 is spelled S-C-H-O-L-L.

23 Q. Thank you.

24 Ms. Scholl, have you ever been deposed
25 before?

Page 4

1 document, which is the last page, let me know when
2 you're there.

3 A. Yeah.

4 Q. Do you see there's a line there that says
5 0/7/0721. And then it says termination F/M; do you
6 see that?

7 A. Yes.

8 Q. What does that mean?

9 A. That's the date that the lease was
10 terminated.

11 Q. Was the leased vehicle returned that same
12 day?

13 A. I'm not sure of the return date. It should
14 be.

15 Q. So the next line there, it's the same date,
16 07/07/2021. There's a dollar amount of \$395, it
17 says fee assessment.

18 Do you see that?

19 A. Yes.

20 Q. What is that fee?

21 A. The disposition fee.

22 Q. And that was charged on the same day that
23 the lease was terminated; correct?

24 A. Yes.

25 Q. Do you know if either of the plaintiffs were

1 our active system to our system that deals with
2 accounts after either charge-off or in this case at
3 the end of term.

4 Q. So was this amount, this \$427.98, was this
5 charged off on July 8 of 2021?

6 A. No.

7 Q. Do you know when it was charged off?

8 A. February of 2022.

9 Q. Was that charge-off then reported to the
10 credit bureaus?

11 A. After February of 2022, yes.

12 Q. I'm going to introduce another exhibit
13 number.

14 (Whereupon, the document was produced
15 and marked for identification as Deposition Exhibit
16 No. 6.)

17 Q. I'm introducing Exhibit No. 6.

18 A. Okay.

19 Q. Have you ever seen this document before?

20 A. Yes.

21 Q. So this is a letter that was sent by my
22 office to Ford Motor Credit; correct?

23 A. Correct.

24 Q. Do you see at the top the date of that
25 letter is June 15 of 2022; right?

1 A. Yes.

2 Q. Do you know when this letter was received by
3 Ford Motor Credit?

4 A. Not the exact date. It would have been
5 about a week later.

6 Q. We are almost through all of these
7 documents, thank you for hanging in there with me
8 on this.

9 A. Sure.

10 Q. I think this is my last one for a little
11 while. I'm introducing Exhibit No. 7.

12 (Whereupon, the document was produced
13 and marked for identification as Deposition Exhibit
14 No. 7.)

15 Q. Let me know when you can see that.

16 A. Okay.

17 Q. Have you ever seen this document before?

18 A. Yes.

19 Q. Can you tell me what this is?

20 A. This is the response letter to your letter.

21 Q. Okay. Do you see at the top it's dated
22 August 5 of 2022?

23 A. Yes.

24 Q. And then if you look in the first paragraph
25 of that letter it says, "The letter was received by

1 us on July 21, 2022".

2 Do you see that?

3 A. Yes.

4 Q. To the best of your knowledge, is that
5 accurate that my office's letter was received on
6 July 21 of 2022?

7 MR. ESPOSITO: Objection, calls for
8 speculation.

9 A. Yes.

10 Q. Let's have you go down to the second page
11 of this at the bottom, let me know when you're
12 there.

13 A. Okay.

14 Q. This letter is signed Ron, whose title
15 appears to be executive analyst for Ford Credit; do
16 you see that?

17 A. Yes.

18 Q. Do you know who Ron is?

19 A. Yes.

20 Q. What is Ron's full name?

21 A. Goodman, Ron Goodman.

22 Q. Do you know if Mr. Goodman is still
23 employed by Ford Credit?

24 A. No, he's retired.

25 Q. So at the top of this page, the second page,

1 there's a line that says, "However, out of concern
2 for Ms. Chavez as a customer, the charges of \$427.98
3 have been waived," do you see that?

4 A. Yes.

5 Q. Were those fees waived around the same
6 time that this letter was written?

7 A. Yes.

8 Q. Do you know the exact date on which they
9 were waived?

10 A. No, not off the top of my head.

11 Q. But it was somewhere around August 5 of
12 2022?

13 A. Yes.

14 Q. So the next paragraph there says that the
15 major reporting credit agencies removed the charge-
16 off from Ms. Chavez' credit file; do you see that?

17 A. Yes.

18 Q. Was that also done around August 5 of
19 2022?

20 A. Yes.

21 Q. I think we're on the same page as far as
22 roughly the timing of when things happened. So
23 again, thank you for hanging in there with me. I
24 know that was a lot of documents.

25 A. Sure.

1 A. Correct.

2 Q. Did either of the plaintiffs pay anything to
3 Ford Motor Credit in exchange for the credit
4 reporting being removed?

5 A. No.

6 Q. Are you aware that the plaintiffs had
7 offered to pay the disposition fee if Ford Motor
8 Credit would remove the charge-off credit reporting?

9 A. I saw this statement in the ACDV's. I do
10 not believe the customer ever said that to us
11 directly.

12 Q. Why did Ford Motor Credit decide to waive
13 the disposition fee after receiving this notice
14 letter from my office threatening a lawsuit?

15 A. As a courtesy, exactly as our response
16 letter said.

17 Q. And the same is true for removing the
18 charge-off credit reporting?

19 A. Correct.

20 Q. Let me take you back to this lease
21 agreement. I'm on the first page again.

22 A. One second, sorry. I've got it.

23 Q. That's okay. Do you see in box three next
24 to the handwritten 395 there is what appeared to be
25 two sets of initials; do you see that?

1 Ford Motor Credit when they return their leased
2 vehicle?

3 MR. ESPOSITO: Objection, calls for
4 speculation.

5 A. I wouldn't be able to answer that. That
6 would be between a dealer and a customer.

7 Q. Does Ford Motor Credit do anything
8 affirmatively to prevent consumers from thinking
9 that a dealer is acting on their behalf when they
10 return the leased vehicle to the dealer?

11 A. I am not sure I understand what you mean
12 by affirmatively.

13 MR. ESPOSITO: I don't either. Objection,
14 vague.

15 Q. Let's shift gears a little bit. Are you
16 personally aware that in the auto industry generally
17 there was a shortage of vehicles in 2021?

18 A. In general, yes.

19 Q. Do you know if Ford and Ford dealerships
20 were affected by that shortage?

21 A. I would assume some are, yes.

22 Q. Do you know if Lithia Ford of Fresno was
23 affected by that shortage?

24 A. I would not know specific dealers'
25 inventory, no.

1 Q. So you similarly wouldn't know if Lithia
2 Ford would have had any vehicles available for lease
3 in July of 2021, would you?

4 A. No, that's dealer information. It has
5 nothing to do with us.

6 Q. Right.

7 Are you aware that the plaintiffs testified
8 that they were happy with their 2018 Ford Escape?

9 A. No.

10 Q. Are you aware that the plaintiffs testified
11 that they wanted to lease another Ford at the end of
12 that lease?

13 A. No.

14 Q. Are you aware that they testified that there
15 was no inventory available for them to lease in July
16 of 2021?

17 A. No.

18 Q. Assuming that that testimony is true, do you
19 think that it's fair to charge a consumer a
20 disposition fee when it's impossible for them to
21 lease or purchase another vehicle from Ford?

22 MR. ESPOSITO: Objection. Calls for
23 speculation, vague and ambiguous as to "fair."

24 A. It has nothing to do with fairness. It has
25 everything to do with the contract that they signed

1 Motor Credit do with respect to the disposition fee?

2 MR. ESPOSITO: Objection. Calls for
3 speculation, incomplete hypothetical.

4 A. Ford Credit would follow the dealer's return
5 notification documents that says the disposition fee
6 is due. It would follow the contract.

7 Q. Okay. Generally speaking, how does Ford
8 Motor Credit determine that a disposition fee is due?

9 A. A disposition fee is due if the vehicle is
10 not -- if the customer does not go into a new vehicle
11 or purchase the vehicle that they leased.

12 Q. And how does Ford Motor Credit determine
13 that they haven't leased a new vehicle or purchased
14 the vehicle?

15 A. The dealer indicates whether their new
16 vehicle was leased or purchased.

17 Q. Are those communications by e-mail, phone
18 call, something else?

19 A. I don't know.

20 Q. So looking back at that account history, on
21 that July 7, 2021 line item that says fee assessment
22 we talked about earlier, did Ford Motor Credit
23 conclude that a disposition fee was due with respect
24 to the Chavez' account for the 2018 Ford Explorer?

25 A. Yes.

1 Experian, that's Experian's interpretation of either
2 a conversation or something in a letter or something
3 in an e-mail online.

4 Q. Do you see in the first sentence there it
5 says, "Long story about fees and lack of car
6 inventory."

7 Do you see that?

8 A. Yes.

9 Q. And let's just, for the sake of
10 thoroughness, let's look at Exhibit 5 really quick.
11 In that same box, do you see it says the same thing
12 there, "Long story about lack of inventory and fees."
13 Do you see that?

14 A. Yes.

15 Q. So, can you tell me kind of generally
16 speaking how does Ford Motor Credit investigate in
17 response to receiving a dispute like this?

18 A. We look at any contacts from the customer
19 that there may be, which I don't believe there were,
20 regarding any disputes or questions regarding the
21 fees. We also look to see if there were any notes by
22 any of our teams, especially the lease termination
23 team, that the fees should have been handled
24 differently.

25 They go and they look at the account notes

1 to see what's due, what the account status is.
2 There's many different things that they could look
3 at.

4 Q. Would Ford Motor Credit ever reach out to
5 the dealer that accepted a returned leased vehicle in
6 response to a dispute?

7 A. Not an indirect dispute, no.

8 Q. What was Ford Motor Credit's response to
9 the disputes filed by the plaintiffs in this case?

10 A. That they owed the amount.

11 Q. And to the best of your knowledge, what
12 facts did Ford Motor Credit base that response on?

13 A. They based that response on the
14 information in our account history, the return
15 notification that the customer signed.

16 Q. So other than reviewing the account history
17 and the return document that you referenced, did
18 Ford Motor Credit do anything else to investigate
19 this dispute?

20 A. Again, there was no dispute from the
21 customer. This is coming indirectly from a credit
22 bureau. So no, they did not contact the dealer.
23 They looked at what our account information is.

24 Q. So, Ford Motor Credit never inquired with
25 Lithia Ford about whether Lithia Ford had any

1 inventory available for lease or purchase?

2 A. No.

3 Q. So, if this dispute specifically references
4 a lack of inventory, how did Ford Motor Credit
5 determine that this reporting was correct and that
6 they owed the fee if they didn't inquire about
7 whether there was in fact any inventory available to
8 lease?

9 A. Whether there's inventory available or not
10 is irregardless of the fact that the customer signed
11 the contract agreeing to pay a disposition fee if
12 they didn't purchase the vehicle or get a new one.

13 Q. So is it your position then that even if
14 Ford Motor Credit had reached out to Lithia Ford
15 and Lithia Ford said that they did not in fact have
16 any inventory available for lease when the Chavezes
17 returned their vehicle, the disposition fee still
18 would have been owing and the credit reporting still
19 is accurate?

20 A. Yes. The customer signed a contract.

21 MR. SNYDER: I do not have anything else.

22 MR. ESPOSITO: Great. I don't have any
23 questions, so I think we can go off the record.
24 Right, Matt?

25 MR. SNYDER: Yes, we can.

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EXHIBIT G

FCUS
Ford Credit
P.O. Box 64400
Colorado Springs, CO 80962-4400

Case 1:23-cv-01205-SKO

Document 36-2

Filed 02/07/25

ACCOUNT NUMBER: 00000056636067
Page 98 of 256

SEPTEMBER 14, 2021
COURTNEY A CHAVEZ
841 E CORTLAND AVE
FRESNO, CA 93704-4812

ACCOUNT NUMBER: 00000056636067 CURRENT TERM: 036
YEAR: 2018 MAKE: FORD MODEL: ESCAPE
VIN: 1FMCU9GD3JUA92354 ADDL VEH INFO:

DEAR CUSTOMER:

BELOW IS THE ITEMIZED HISTORY OF YOUR ACCOUNT BEGINNING WITH THE CONTRACT DATE
OF 07/08/18 AND REFLECTING ACTIVITY THROUGH 09/14/21.

CURRENT ACCOUNT STATUS

NUM	LATE	LATE	OTHER	OTHER
PMTS	CURRENT	CHARGES	CHARGES	FEEES
DUE DATE REM	AMT DUE	ASSESSED	DUE	ASSESSED DUE
12319999 0	0.00	0.00	0.00	395.00 0.00

INVOICE	TRANS	DAYS	TRANSACTION
DUE DATE	DATE	LATE	AMOUNT
----- TRAN DESCRIPTION -----			
07/08/18			22041.83 LEASE FUNDING
07/08/18	07/08/18	0	293.74 REGULAR PAYMENT
08/07/18	08/07/18	0	293.74 REGULAR PAYMENT
09/07/18	09/06/18	0	293.74 REGULAR PAYMENT
10/07/18	10/01/18	0	293.74 REGULAR PAYMENT
11/07/18	11/06/18	0	293.74 REGULAR PAYMENT
11/30/18			AUTO DR ENROLL
12/07/18	12/07/18	0	293.74 REGULAR PAYMENT
01/07/19	01/07/19	0	293.74 REGULAR PAYMENT

FCUS
SEPTEMBER 14, 2021
COURTNEY A CHAVEZ
841 E CORTLAND AVE
FRESNO, CA 93704-4812

Case 1:23-cv-01205-SKO

Document 36-2

Filed 02/07/25

ACCOUNT NUMBER: 00000056636067
Page 99 of 256

INVOICE	TRANS	DAYS	TRANSACTION	
DUE DATE	DATE	LATE	AMOUNT	----- TRAN DESCRIPTION -----
02/07/19	02/07/19	0	293.74	REGULAR PAYMENT
03/07/19	03/07/19	0	293.74	REGULAR PAYMENT
04/07/19	04/07/19	0	293.74	REGULAR PAYMENT
05/07/19	05/07/19	0	293.74	REGULAR PAYMENT
06/07/19	06/07/19	0	293.74	REGULAR PAYMENT
07/07/19	07/07/19	0	293.74	REGULAR PAYMENT
08/07/19	08/07/19	0	293.74	REGULAR PAYMENT
09/07/19	09/07/19	0	293.74	REGULAR PAYMENT
10/07/19	10/07/19	0	293.74	REGULAR PAYMENT
11/07/19	11/07/19	0	293.74	REGULAR PAYMENT
12/07/19	12/07/19	0	293.74	REGULAR PAYMENT
01/07/20	01/07/20	0	293.74	REGULAR PAYMENT
02/07/20	02/07/20	0	293.74	REGULAR PAYMENT
03/07/20	03/07/20	0	293.74	REGULAR PAYMENT
04/07/20	04/07/20	0	293.74	REGULAR PAYMENT
05/07/20	05/07/20	0	293.74	REGULAR PAYMENT
06/07/20	06/07/20	0	293.74	REGULAR PAYMENT
07/07/20	07/07/20	0	293.74	REGULAR PAYMENT
08/07/20	08/07/20	0	293.74	REGULAR PAYMENT
09/07/20	09/07/20	0	293.74	REGULAR PAYMENT
10/07/20	10/07/20	0	293.74	REGULAR PAYMENT

FCUS
SEPTEMBER 14, 2021
COURTNEY A CHAVEZ
841 E CORTLAND AVE
FRESNO, CA 93704-4812

Case 1:23-cv-01205-SKO

Document 36-2

Filed 02/07/25

ACCOUNT NUMBER: 00000056636067
Page 100 of 256

INVOICE	TRANS	DAYS	TRANSACTION	
DUE DATE	DATE	LATE	AMOUNT	----- TRAN DESCRIPTION -----
11/07/20	11/07/20	0	293.74	REGULAR PAYMENT
12/07/20	12/07/20	0	293.74	REGULAR PAYMENT
01/07/21	01/07/21	0	293.74	REGULAR PAYMENT
02/07/21	02/07/21	0	293.74	REGULAR PAYMENT
03/07/21	03/07/21	0	293.74	REGULAR PAYMENT
04/07/21	04/07/21	0	293.74	REGULAR PAYMENT
	05/05/21			PAYMENT REVERSAL
	05/05/21			DUE DT REV
	05/05/21			DUE DT CHG
05/31/21	05/31/21	0	293.74	REGULAR PAYMENT
06/30/21	06/30/21	0	293.74	REGULAR PAYMENT
	07/07/21			TERMINATION F/M
	07/07/21		395.00	FEE ASSESSMENT
	07/08/21		427.98	CHARGE OFF
	07/14/21		23400.00	POST AUCTION

IF YOU HAVE ANY QUESTIONS CONCERNING THIS HISTORY, PLEASE FEEL FREE TO CONTACT

US AT: (800) 727-7000.

SINCERELY,

CUSTOMER SERVICES REPRESENTATIVE

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EXHIBIT H

ACDV Response:				3686676626001
Account Number:	56636067	SSN:	[REDACTED]	
Consumer Name:	COURTNEY CHAVEZ	Control Number:	3686676626001	
Date Received:	2022-03-18 20:43:36	Originator:	Experian	
Response Code:	22:Updated disputed account information. Additional account information was also updated.	Subscriber Code:	[REDACTED]	
Response Date:	03/20/2022	DF Contact Number:		
Response Due Date:	04/10/2022	DF Authorized Name:	[REDACTED]	
Queue Name:	Charge Off			
Dispute Information:				
Dispute Code 1:	112:Consumer states inaccurate information. Provide or confirm complete ID and verify all Account Information.			
Dispute Code 2:				
FCRA Relevant Information:	LONG STORY ABOUT LACK OF INVENTORY AND FEES. ULTIMATELY WE HAVE TRIED TO CONTACT THEM MANY TIMES TO PAY THE FEE IF THEY REMOVE FROM CREDIT REPORT. THEY CAN NEVER PUT US IN CONTACT WHO HAS ABILITY TO REMOVE.			
Image Information:				
Associated Images:	No			
Image ID:				
Image Accessed Indicators:				
Consumer Information:				
	Request Data	Response Data	Same / Diff	
Last Name:	CHAVEZ	CHAVEZ	Same	
First Name:	COURTNEY	COURTNEY	Same	
Middle Name:		A	Different	
Generation Code:			Unknown	
Prev. Last Name:			Unknown	
Prev. First Name:			Unknown	
Prev. Middle Name:			Unknown	
Prev. Generation Code:				
SSN:	[REDACTED]	[REDACTED]	Same	
Date Of Birth:	[REDACTED]	[REDACTED]	Same	
Telephone Number:		5593557183	Different	
ECOA Code:	2:Joint Contractual Liability	2:Joint Contractual Liability		
Street Address:	[REDACTED]	[REDACTED]	Same	
City:	FRESNO	FRESNO		
State:	CA:California	CA:California		
Zip:	93704	93704		
Prev. Street Address:			Unknown	
Prev. City:				
Prev. State:				
Prev. Zip:				
2nd Prev. Street Address:				
2nd Prev. City:				
2nd Prev. State:				
2nd Prev. Zip:				

3.68668E+12

Account Information:		
	Request Data	Response Data
Account Status:	97:Unpaid balance reported as a loss (charge off).	97:Unpaid balance reported as a loss (charge off).
Payment Rating:		
Cond. / Cum. Status:	CHARGE OFF/ CURRENT	
CII:		
MOP:		
CCC:		
SCC:		
Portfolio Type:		I:Installment
Account Type:	3A:Auto Lease	3A:Auto Lease
Interest Type Indicator:		
Terms Duration:	036	
Terms Frequency:		
Date Opened:	07/08/2018	07/08/2018
Date of Account Information:	03/11/2022	03/20/2022
Date of Last Payment:	06/30/2021	06/30/2021
Date Closed:		
FCRA DOFD:		07/08/2021
Current Balance:	427	427
Amount Past Due:	427	427
High Credit / Original Amt.:	9793	9793
Credit Limit:		
Original Charge Off Amount:	427	427
Actual Payment:		
Scheduled Monthly Payment:		
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MIN):		
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

Account History													
Year		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2022	Req.											0	0
	Resp.											D	D
2021	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	D	D	D	D	D	D	0	0	0	0	0	0
2020	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	0	0	0	0	0	0	0	0	0	0	0	0
2019	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	0	0	0	0	0	0	0	0	0	0	0	0
2018	Req.	0	0	0	0	0	0	-	-	-	-	-	-
	Resp.	0	0	0	0	0	B	-	-	-	-	-	-
2017	Req.	-	-	-	-	-	-	-	-	-	-	-	-
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2016	Req.	-	-	-	-	-	-	-	-	-	-	-	-
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2015	Req.	-	-	-	-	-	-	-	-	-	-	-	-
	Res	-	-	-	-	-	-	-	-	-	-	-	-

FMCC/Chavez 037

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Associated Consumer Information

Last Name:		
First Name:		
Middle Name:		
Generation Code:		
SSN:		
Date Of Birth:		
Telephone Number:		
ECOA Code:		
CII:		
Street Address:		
City:		
State:		
Zip:		
Submitted by:		Date: 03/20/2022

By submitting this ACDV, you certify that you have reviewed and considered all associated Images, you have verified the accuracy of the data in compliance with all legal requirements, and your computer and/or manual records will be adjusted to reflect any changes noted.

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EXHIBIT I

ACDV Response:				1002123594001
Account Number:	56636067	SSN:	[REDACTED]	
Consumer Name:	CARTER CHAVEZ	Control Number:	1002123594001	
Date Received:	2022-03-18 11:45:14	Originator:	Experian	
Response Code:	22:Updated disputed account information. Additional account information was also updated.	Subscriber Code:	[REDACTED]	
Response Date:	03/20/2022	DF Contact Number:		
Response Due Date:	04/09/2022	DF Authorized Name:	[REDACTED]	
Queue Name:	Charge Off			
Dispute Information:				
Dispute Code 1:	112:Consumer states inaccurate information. Provide or confirm complete ID and verify all Account Information.			
Dispute Code 2:				
FCRA Relevant Information:	LONG STORY ABOUT FEES AND LACK OF CAR INVENTORY. ULTIMATELY WE HAVE OFFERED TO PAY THE FEE IF THEY REMOVE IT FROM OUR CREDIT REPORT. THEY HAVE REFUSED TO DO SO. WE WILL PAY OFF IF THEY TAKE OFF CREDIT REPORT.			
Image Information:				
Associated Images:	No			
Image ID:				
Image Accessed Indicators:				
Consumer Information:				
	Request Data	Response Data	Same / Diff	
Last Name:	CHAVEZ	CHAVEZ	Same	
First Name:	CARTER	CARTER	Same	
Middle Name:		D	Different	
Generation Code:			Unknown	
Prev. Last Name:			Unknown	
Prev. First Name:			Unknown	
Prev. Middle Name:			Unknown	
Prev. Generation Code:				
SSN:	[REDACTED]	[REDACTED]	Same	
Date Of Birth:	[REDACTED]	[REDACTED]	Same	
Telephone Number:		5593557183	Different	
ECOA Code:	2:Joint Contractual Liability	2:Joint Contractual Liability		
Street Address:	[REDACTED]	[REDACTED]	Same	
City:	FRESNO	FRESNO		
State:	CA:California	CA:California		
Zip:	93704	93704		
Prev. Street Address:			Unknown	
Prev. City:				
Prev. State:				
Prev. Zip:				
2nd Prev. Street Address:				
2nd Prev. City:				
2nd Prev. State:				
2nd Prev. Zip:				

FMCC/Chavez 033

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Account Information:		
	Request Data	Response Data
Account Status:	97:Unpaid balance reported as a loss (charge off).	97:Unpaid balance reported as a loss (charge off).
Payment Rating:		
Cond. / Cum. Status:	CHARGE OFF/ CURRENT	
CII:		
MOP:		
CCC:		
SCC:		
Portfolio Type:		I:Installment
Account Type:	3A:Auto Lease	3A:Auto Lease
Interest Type Indicator:		
Terms Duration:	036	
Terms Frequency:		
Date Opened:	07/08/2018	07/08/2018
Date of Account Information:	03/11/2022	03/20/2022
Date of Last Payment:	06/30/2021	06/30/2021
Date Closed:		
FCRA DOFD:		07/08/2021
Current Balance:	427	427
Amount Past Due:	427	427
High Credit / Original Amt.:	9793	9793
Credit Limit:		
Original Charge Off Amount:	427	427
Actual Payment:		
Scheduled Monthly Payment:		
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MIN):		
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

Account History													
Year		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2022	Req.											0	0
	Resp.											D	D
2021	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	D	D	D	D	D	D	0	0	0	0	0	0
2020	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	0	0	0	0	0	0	0	0	0	0	0	0
2019	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	0	0	0	0	0	0	0	0	0	0	0	0
2018	Req.	0	0	0	0	0	0	-	-	-	-	-	-
	Resp.	0	0	0	0	0	B	-	-	-	-	-	-
2017	Req.	-	-	-	-	-	-	-	-	-	-	-	-
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2016	Req.	-	-	-	-	-	-	-	-	-	-	-	-
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2015	Req.	-	-	-	-	-	-	-	-	-	-	-	-
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FMCC/Chavez 034

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Associated Consumer Information

Last Name:		
First Name:		
Middle Name:		
Generation Code:		
SSN:		
Date Of Birth:		
Telephone Number:		
ECOA Code:		
CII:		
Street Address:		
City:		
State:		
Zip:		
Submitted by:		Date: 03/20/2022

By submitting this ACDV, you certify that you have reviewed and considered all associated Images, you have verified the accuracy of the data in compliance with all legal requirements, and your computer and/or manual records will be adjusted to reflect any changes noted.

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EXHIBIT J



31550 WINTERPLACE PKWY, SALISBURY, MD 21804

Phone: (800) 258-3488

Fax: (800) 258-3287

MERGED INFILE CREDIT REPORT

SEND TO: CALIFORNIA HOME LOANS
CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020

FILE #: 55214417
REF. #: F20200703003
REPOSITORIES: XP/TU/EF
PRICE: \$5.00

APPLICANT INFORMATION

APPLICANT:	CHAVEZ, CARTER D		
CURRENT ADDRESS:		LENGTH:	

SCORE MODELS**APPLICANT****648** EQUIFAX/FICO CLASSIC V5 FACTA**RANGE:** 334-818

CARTER D CHAVEZ -

00038 SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
00013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
00014 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

643 TRANSUNION/FICO CLASSIC (04)**RANGE:** 309-839

CARTER D CHAVEZ -

038 SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED
013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
020 LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT

634 EXPERIAN/FAIR, ISAAC (VER. 2)**RANGE:** 300-850

CARTER D CHAVEZ -

38 SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
10 PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
18 NUMBER OF ACCOUNTS WITH DELINQUENCY
14 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;
M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

XACTUS: 31550 WINTERPLACE PKWY, SALISBURY, MD 21804 (P) (800) 258-3488 (F) (800) 258-3287

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DATE: 7/3/2020
Document 36-2 Filed 02/07/25

FILE #: 55214417
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$5.00

Request New
Tradeline

REAL ESTATE ACCOUNTS

Display Trended
Data

001											
ECOA / WHOSE J / B	US BANK HOME MORTGAGE 5159902837067 XP/TU/EF	ACCT TYPE MTG	REPORTED 06/20	HI CREDIT \$177721	PAYMENT \$0	30 0	60 0	90+ 0	M1		
SOURCE XP/TU/EF		TERM 360	OPENED 09/14	BALANCE \$160117	PAST DUE \$0				MO REV 66	LAST LATE --/--	DLA 05/20
ACCOUNT IN FORBEARANCE; PAYMENT DEFERRED; FHA REAL ESTATE LOAN; COLLATERAL: DEFERRED TO 08012020											
002											
ECOA / WHOSE J / B	WJ BRADLEY 9124091415 TU/EF	ACCT TYPE MTG	REPORTED 10/14	HI CREDIT \$177721	PAYMENT \$0	30 -	60 -	90+ -	M1		
SOURCE TU/EF		TERM 360	OPENED 09/14	BALANCE \$0	PAST DUE \$0				MO REV 00	LAST LATE --/--	DLA 10/14
PURCHASED BY ANOTHER LENDER; FHA REAL ESTATE MORTGAGE											

NON-DEROGATORY ACCOUNTS

001											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000407249845 XP/TU/EF	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$7000	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 08/13	BALANCE \$8817	PAST DUE \$0				MO REV 83	LAST LATE --/--	DLA 06/20
002											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000464155345 XP/TU/EF	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$5500	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 09/14	BALANCE \$6591	PAST DUE \$0				MO REV 70	LAST LATE --/--	DLA 06/20
003											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000407249745 XP/TU/EF	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$5500	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 08/13	BALANCE \$6529	PAST DUE \$0				MO REV 83	LAST LATE --/--	DLA 06/20
004											
ECOA / WHOSE B / B	WF CRD SVC 446542***** XP/TU/EF	ACCT TYPE REV	REPORTED 06/20	HI CREDIT \$7000	PAYMENT \$225	30 0	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM MIN	OPENED 02/12	BALANCE \$6504	PAST DUE \$0				MO REV 99	LAST LATE --/--	DLA 06/20
FLEXIBLE SPENDING CREDIT CARD											
005											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000312518949 XP/TU/EF	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$5500	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 08/12	BALANCE \$6405	PAST DUE \$0				MO REV 95	LAST LATE --/--	DLA 06/20
006											
ECOA / WHOSE J / B	FORD MOTOR CREDIT COMP 56636067 XP/TU/EF	ACCT TYPE AUTO	REPORTED 06/20	HI CREDIT \$9793	PAYMENT \$293	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 036	OPENED 07/18	BALANCE \$3524	PAST DUE \$0				MO REV 24	LAST LATE --/--	DLA 06/20
AUTO LEASE											

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CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Document 36-2 Filed 02/07/25

FILE #: 55214417
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$5.00

NON-DEROGATORY ACCOUNTS

007											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000464155445	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$2000	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 09/14	BALANCE \$2513	PAST DUE \$0				MO REV 70	LAST LATE --/--	DLA 06/20
008											
ECOA / WHOSE B / B	JPMCB CARD 414740*****	ACCT TYPE REV	REPORTED 06/20	HI CREDIT \$500	PAYMENT \$49	30 0	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM MIN	OPENED 12/16	BALANCE \$467	PAST DUE \$0				MO REV 42	LAST LATE --/--	DLA 06/20
FLEXIBLE SPENDING CREDIT CARD											
009											
ECOA / WHOSE J / B	BALBOA T&L 500511506	ACCT TYPE AUTO	REPORTED 01/17	HI CREDIT \$19700	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 72	OPENED 12/13	BALANCE \$0	PAST DUE \$0				MO REV 37	LAST LATE --/--	DLA 11/16
010											
ECOA / WHOSE B / B	BBY/CBNA 700119*****2893	ACCT TYPE REV	REPORTED 03/19	HI CREDIT \$800	PAYMENT \$0	30 0	60 0	90+ 0	INACTIVE		
SOURCE XP/TU/EF		TERM -	OPENED 09/12	BALANCE \$0	PAST DUE \$0				MO REV 64	LAST LATE --/--	DLA 12/13
INACTIVE ACCOUNT											

DEROGATORY ACCOUNTS

001											
ECOA / WHOSE B / B	GRANT MERCANTILE AGE 111950* XP/TU/EF	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$157	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 01/18	BALANCE \$206	PAST DUE \$206				MO REV 13	LAST LATE --/--	DLA 05/17
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA; MEDICAL											
002											
ECOA / WHOSE B / B	WAYPOINT RESOURCE GROU 403682* XP/TU/EF	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$66	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 11/18	BALANCE \$66	PAST DUE \$66				MO REV 18	LAST LATE --/--	DLA 11/16
ORIGINAL CREDITOR: COMCAST COMMUNICATIONS LLC											
003											
ECOA / WHOSE B / B	GOLDEN 1 104532*** XP/TU/EF	ACCT TYPE REV	REPORTED 11/17	HI CREDIT \$500	PAYMENT \$0	30 2	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM -	OPENED 12/09	BALANCE \$0	PAST DUE \$0	8/16 (See status) 3/16			MO REV 95	LAST LATE 08/16	DLA 05/16
ACCOUNT TRANSFERRED OR SOLD; FIXED RATE											

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6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Document 36-2 Filed 02/07/25

FILE #: 55214417
REF: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$5.00

DEROGATORY ACCOUNTS

004												
ECOA / WHOSE B / B		ACCT TYPE REV	REPORTED 10/18	HI CREDIT \$500	PAYMENT \$0	30 5	60 3	90+ 6	R1			
SOURCE XP/TU/EF	THE GOLDEN 1 CREDIT UN 420778*****9866	TERM -	OPENED 07/16	BALANCE \$0	PAST DUE \$0	9/18 (See status) 5/18 8/17 4/17 12/16	6/18 9/17 5/17	2/18 1/18 12/17 11/17 10/17 6/17	MO REV 27	LAST LATE 09/18	DLA 10/18	
ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST												

OTHER CREDIT HISTORY

*** NONE ***

INQUIRIES (LAST 120 DAYS)

*** NONE ***

PUBLIC RECORDS

*** NONE ***

TRADE SUMMARY

The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to XACTUS FORMERLY CREDIT PLUS customer service.

TYPE	COUNT	BALANCE	HIGH CREDIT	PAYMENTS	PAST DUE
MORTGAGE	2	\$160117	\$177721	\$0	\$0
AUTO	2	\$3524	\$9793	\$293	\$0
EDUCATION	5	\$30855	\$25500	\$0	\$0
OTHER INSTALLMENT	0	\$0	\$0	\$0	\$0
OPEN	0	\$0	\$0	\$0	\$0
REVOLVING	5	\$6971	\$8300	\$274	\$0
OTHER	2	\$272	\$223	\$0	\$272
TOTAL	16	\$201739	\$221537	\$567	\$272

SECURED DEBT	\$163641	OLDEST TRADELINE	12/09
UNSECURED DEBT	\$38098	REVOLVING CREDIT UTILIZATION	84%
		TOTAL DEBT/HIGH CREDIT	91%

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FILE #: 55214417
REF: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$5.00
Page 114 of 256

DEROGATORY SUMMARY

CHARGE OFFS:	0	30 DAYS:	2	INQUIRIES:	0
COLLECTIONS:	2	60 DAYS:	1	MOST RECENT LATE:	undetermined
BANKRUPTCY:	0	90 DAYS:	1	DISPUTES:	0
PUBLIC RECORDS:	0	OTHER:	0		

EXPERIAN FRAUD SHIELD

APPLICANT

1 - *** FRAUD SHIELD ***

CHAVEZ, CARTER D
* FROM 04/01/20 INQ COUNT FOR SSN - 0
* FROM 04/01/20 INQ COUNT FOR ADDRESS - 0
* INPUT SSN ISSUED [REDACTED]

ALERT

APPLICANT

1 - OFAC: CLEAR

CARTER D CHAVEZ YOB: [REDACTED]
EXPERIAN OFAC NAME MATCHING SERVICE: NO MATCH FOUND UNLESS OTHERWISE INDICATED

MISCELLANEOUS INFORMATION

- Instant View Password: [REDACTED]
- To verify the authenticity of this credit report, please visit <https://credit.creditplus.com> and click on the Instant View link. Enter Identifier # 55214417 and password [REDACTED] to view the report. For any inquiries regarding this report or services provided by XACTUS please contact us at (800) 258-3488.

SOURCE OF INFORMATION

1 EXPERIAN - PULLED ON: 07/03/20

Name	SSN	DOB
CARTER D CHAVEZ	[REDACTED]	[REDACTED]
N/A	[REDACTED]	N/A
N/A	[REDACTED]	N/A
N/A	[REDACTED]	N/A

Address	Time Frame
[REDACTED]	10/14 - 07/18
[REDACTED]	08/13 - 10/14
[REDACTED]	03/12 - 09/12

Employer	Address	Occupation	Reported
[REDACTED]	-	-	10/09

2 TRANSUNION - PULLED ON: 07/03/20 - INFILE DATE: 08/31/09

Name	SSN	DOB
CARTER D CHAVEZ	-	N/A
N/A	-	[REDACTED]
N/A	[REDACTED]	N/A

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FILED 02/07/25

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REF #: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$5.00

SOURCE OF INFORMATION

Address	Time Frame
[REDACTED]	10/14*
[REDACTED]	08/13
[REDACTED]	03/12

Employer	Address	Occupation	Reported
[REDACTED]	-	[REDACTED]	-/--

3 EQUIFAX - PULLED ON: 07/03/20 - INFILE DATE: 08/31/09

Name	SSN	DOB
CARTER D CHAVEZ	-	[REDACTED]
N/A	[REDACTED]	N/A

Address	Time Frame
[REDACTED]	12/14 - 06/20*
[REDACTED]	08/13 - 08/15
[REDACTED]	03/12 - 04/15

CREDITORS

SUBSCRIBER NAME	ADDRESS	PHONE
BALBOA T&L	ACCOUNTS PAYABLE P O BOX 1147, CHULA VISTA, CA 91912	619 397 7700
BALBOA THRIFT & LOAN	865 AMENA CT, CHULA VISTA, CA 91910	619-397-7700
BBY/CBNA	50 NORTHWEST POINT ROAD, ELK GROVE VILLAGE, IL 60007	888-574-1301
CBD	530 RIVERSIDE DR, SALISBURY MD 21801	(410) 742-9551
CHASE	201 N WALNUT ST, WILMINGTON, DE 19801	800-955-9900
DEPT OF EDUCATION/NELN	121 S 13TH ST, LINCOLN, NE 68508	888-486-4722
DEPTEDNELNET	-	888-486-4722
FMCC see notes	-	800-727-7000
FORD MOTOR CREDIT NATL RECOVERY	-	800-732-2264
GOLDEN 1	1108 O STREET, SACRAMENTO, CA 95814	916-732-2900
GOLDEN 1 CREDIT UNION	6507 4TH AVE, SACRAMENTO, CA 95817	916-732-2900
GOLDEN 1 CU	6507 4TH AVENUE, SACRAMENTO CA 95817	877-465-3361
GRANT MERCAN	49430 ROAD 426, OAKHURST, CA 93644	559-683-4651
GRANT MERCANTILE AGE	49099 ROAD 426, OAKHURST, CA 93644	559-683-4651
US BANK HOME MORTGAGE	-	800-365-7772
US BK HM MTG	777 E WISCONSIN, MILWAUKEE WI 53202	800-365-7772
USBANKHM	4801 FREDERICKA ATTN: CUSTOMER SERVICE, OWENSBORO, KY 42301	800-365-7772

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PRICE: \$5.00

CREDITORS

SUBSCRIBER NAME	ADDRESS	PHONE
WAYPOINT RESOURCE GROU	301 SUNDANCE PKWY, ROUND ROCK, TX 78681	512-219-5700
WELLS FARGO BANK	PO BOX 5445, PORTLAND OR 97228	800-642-4720
WFB CD SVC	P.O. BOX 3696, PORTLAND, OR 97208	800-642-4720
WJ BRADLEY	1235 NORTH DUTTON SUITE E, SANTA ROSA, CA 95401	800-696-8199
WJ BRADLEY MTG CAPITAL LLC	1235 N DUTTON AVE SUITE E, SANTA ROSA, CAL 95401	866-210-7340

DISCLAIMER

- An asterisk (*) following the payment amount indicates the repositories have no payment data and that the amount was automatically calculated as a percentage of the account balance.

- This is a report containing information supplied by the repositories listed above. The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to the creditor reporting the item, or to the appropriate repository service center(s) listed below.

EXPERIAN
PO BOX 2002
ALLEN, TX 75013
888-397-3742
www.experian.com/reportaccess

TRANSUNION
PO BOX 2000
CHESTER, PA 19016
800-916-8800
transunion.com/myoptions

EQUIFAX
PO BOX 740241
ATLANTA, GA 30374
800-685-1111
www.equifax.com/fcra

TREND SUMMARY

PAYMENT BEHAVIOR:

INACTIVE

PAYMENT RATIO:

N/A

REVOLVING ACCOUNTS

	1 MO. AGO	2 MO. AGO	3 MO. AGO	6 MO. AGO	12 MO. AGO	24 MO. AGO
# OPEN ACCOUNTS	2	2	2	2	2	2
# ACTIVE ACCOUNTS	0	2	2	2	2	3
CREDIT LIMIT	0	7500	7500	5500	5500	6000
PREV BALANCE	0	6050	5190	5092	5462	0
BALANCE	0	6819	6050	5356	5538	5525
SCHEDULED PAYMENT	0	220	225	189	180	189
ACTUAL PAYMENT	0	329	0	374	164	359

NON-REVOLVING ACCOUNTS

	1 MO. AGO	2 MO. AGO	3 MO. AGO	6 MO. AGO	12 MO. AGO	24 MO. AGO
BALANCE	0	195043	195920	197262	200136	205731
PAYMENT	0	3091	293	3080	1686	1730

*** END OF REPORT 10/1/2024 11:47:48 AM ***

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ID Plus

Borrower: CARTER D CHAVEZ

Address: [REDACTED]

City, State, ZIP: [REDACTED]

Social Security Number: [REDACTED]

Telephone Number: Not Provided

Summary

- | | |
|--------------------------------------|----------------------------|
| ✓ No Fraud Alert on File | ✓ No SSN Alert on File |
| ✓ No Active Duty Alert on File | ✓ No Address Alert on File |
| ✓ No Notice of Credit Freeze on File | ✓ No Other Alert on File |

Social Security Number Alerts

SSN Check: **PASSED**

- ✓ Verified SSN with external information sources
- ✓ Verified SSN is consistent with Personal identifying information

Address Alerts

Address Check: **PASSED**

- ✓ Verified Address with external information sources
- ✓ Verified Address against known fraudulent activity
- ✓ Verified Address against commonly associated fraudulent activity indicators

Other Alerts

Additional Alerts Check: **No Additional Alerts Found**

Disclaimer: The above identified risk messages, alerts, and data are aggregated from creditors, data repositories, and other public sources including Experian Fraud Shield. Social Security Number verified against multiple databases including Experian File One and the Social Security Administration DeathMaster and Issuance database. Reporting bureau makes no representation or warranty as to the accuracy or completeness of this information. In accordance with the Fair and Accurate Credit Transactions Act of 2003, the information in this addendum must not be used to determine the credit worthiness nor solely relied upon to establish the identity of a consumer. This product is intended for the specific commercial use of the customer and may not be appropriate for direct consumer disclosure.

RETURN SERVICE REQUESTED

CARTER D CHAVEZ
[REDACTED]

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	643 Source: TRANS UNION Model: TRANSUNION/FICO CLASSIC (04) Date: 07/03/20
Understanding Your Credit Score	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 309 to a high of 839. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Your credit score ranks higher than 26 percent of U.S. consumers.
Key factors that adversely affected your credit score	<ul style="list-style-type: none">• SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED• TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN• PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS• LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report: <i>By telephone:</i> Call toll-free: 1-877-322-8228 <i>On the web:</i> Visit www.annualcreditreport.com <i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

**NOTICE TO THE HOME LOAN APPLICANT
CREDIT SCORE INFORMATION DISCLOSURE**

CHAVEZ, CARTER D
[REDACTED]

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

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If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions regarding the terms of the loan, contact the lender.

Your credit scores were provided by the following credit reporting agencies:

EXPERIAN	TRANSUNION	EQUIFAX
PO BOX 2002	PO BOX 2000	PO BOX 740241
ALLEN, TX 75013	CHESTER, PA 19016	ATLANTA, GA 30374
888-397-3742	800-916-8800	800-685-1111
www.experian.com/reportaccess	transunion.com/myoptions	www.equifax.com/fcra

The following information about your credit scores was created on 7/3/2020.

SCORE MODELS

648 EQUIFAX/FICO CLASSIC V5 FACTA

RANGE: 334-818

CARTER D CHAVEZ - [REDACTED]

00038	SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00010	PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
00013	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
00014	LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

643 TRANSUNION/FICO CLASSIC (04)

RANGE: 309-839

CARTER D CHAVEZ - [REDACTED]

038	SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED
013	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
010	PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
020	LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT

634 EXPERIAN/FAIR, ISAAC (VER. 2)

RANGE: 300-850

CARTER D CHAVEZ - [REDACTED]

38	SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
10	PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
18	NUMBER OF ACCOUNTS WITH DELINQUENCY
14	LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

Borrower Signature _____ Date _____

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EXHIBIT K

DECLARATION OF MATTHEW R. SNYDER



BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: [47491051](#)
Repositories: EQX
Price:

[Order Verifications](#)

Borrower		Co-Borrower	
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Name Carter Chavez
SSN
Current Address

DOB

Name
SSN
Current Address

File Summary

Account Type	Number of Accounts	Open Accounts	Accounts Currently Past Due	Past Due	Payment	Balance	Accounts	Historical Late Payments 30 Days	60 Days	90+ Days
Mortgage	4	1	0	\$0	\$2,661	\$389,918	0	0	0	0
Revolving/Credit Line	8	7	0	\$0	\$579	\$15,371	1	5	3	6
Auto	2	1	0	\$0	\$583	\$6,413	0	0	0	0
Education	5	5	0	\$0	\$0	\$30,855	0	0	0	0
Other Installment	1	0	0	\$0	\$0	\$0	0	0	0	0
Totals	20	14	0	\$0	\$3,823	\$442,557	1	5	3	6

Number of Public Records: 0
Number of Collections/Charge-offs: 0
Bankruptcy: No

Available Credit: \$29,429
Revolving/Credit Line Used: 34%
Number of Inquiries: 0
Number of Authorized User Accounts: 0

File Variation Warning

This report contains one or more "file variations". There are records returned by a repository where the consumer's identifying information differs significantly from the information in the request. Data from file variation is not shown in the main body of the report, and is displayed separately below.

We recommend reviewing the identifying information of the consumer in the file variation section to confirm if it is related to the consumers in your request.

Public Records

THE REPORTING BUREAU CERTIFIES THAT: public records have been checked for bankruptcies involving the subject(s) were obtained directly through the repositories used, or by direct searches, or a public records search firm other than the repository, or by all methods with the following results:
PUBLIC RECORDS LEARNED: NONE on this file, see additional variations

Inquiries (Last 120 Days)

No inquiries in the last 120 days.

Repository Files Returned

EQX-A1 Equifax - Pulled: 05/23/2023 - Infile Date: 08/31/2009
NM: Carter D. Chavez SSN: [REDACTED]

Creditors

+ AHM 2420 Camino Ramon, San Ramon, CA 94583	163FA02089	800-916-9939
+ AMEX P.O. Box 7871, Fort Lauderdale, FL 33329	402BB48257	800-635-5955
+ BALBOA T&L Accounts Payable, Chula Vista, CA 91912	181FF01373	619-397-7700
+ BK OF AMER P O Box 982236, El Paso, TX 79998	801ON00119	800-421-2110
+ CAP ONE PO Box 85015, Richmond, VA 23285	850BB01498	800-955-7070
+ CBNA 701 East 60th Street, Sioux Falls, SD 57104	362HT00104	888-574-1301
+ CMGMTGINC 425 Phillips Blvd, Ewing, NJ 08618	444FM19162	888-262-0450
+ DPEDNELNET 121 South 13th St, Lincoln, NE 68508	644FZ07702	888-486-4722
+ FMCC 12110 Emmet, Omaha, NE 68164	644FA04640	800-727-7000
+ GOLDEN 1 1108 O Street, Sacramento, CA 95814	236FC00614	916-732-2900
+ JPMCB CARD 301 N Walnut St, Floor 09, Wilmington, DE 19801	458ON13374	800-955-9900
+ UNTD WHLSL 1414 East Maple Road, Troy, MI 48083	168FM15247	855-753-6201
+ USBANKHM 4801 Fredericka, Owensboro, KY 42301	668FM04577	800-365-7772
+ WFB CD SVC P.O. Box 3696, Portland, OR 97208	162BB10365	800-642-4720
+ WJ BRADLEY 1235 N Dutton Ave Suite E, Santa Rosa, CA 95401	163FM21351	866-210-7340

Miscellaneous Information

This report can be viewed on the web by visiting <http://view.xactus360.com>.

Report ID: 47491051

Password: [REDACTED]

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: [47491051](#)
Repositories: EQX
Price:

Order Verifications

File Variation

The following file variation was reported by Equifax.

Name Carter D. Chavez	Social Security Number [REDACTED]
Address [REDACTED]	Age / DOB [REDACTED]

File Summary

Account Type	Number of Accounts	Open Accounts	Accounts Currently Past Due	Past Due	Payment	Balance	Accounts	Historical Late Payments		
								30 Days	60 Days	90+ Days
Mortgage	4	1	0	\$0	\$2,661	\$389,918	0	0	0	0
Revolving/Credit Line	8	7	0	\$0	\$579	\$15,371	1	5	3	6
Auto	2	1	0	\$0	\$583	\$6,413	0	0	0	0
Education	5	5	0	\$0	\$0	\$30,855	0	0	0	0
Other Installment	1	0	0	\$0	\$0	\$0	0	0	0	0
Totals	20	14	0	\$0	\$3,823	\$442,557	1	5	3	6
Number of Public Records:			0	Available Credit:			\$29,429			
Number of Collections/Charge-offs:			0	Revolving/Credit Line Used:			34%			
Bankruptcy:			No	Number of Inquiries:			0			
				Number of Authorized User Accounts:			0			

Credit Score Information

Score	Name	Repository	Model	Developed By	Range	Calculated	Reported On
730	Carter D. Chavez	Equifax	FICO Classic v5	Fair Isaac	334-818	05/23/2023	EQX-A1
Factors • 39 - Serious delinquency • 10 - Proportion of balances to credit limits is too high on bank revolving or other revolving accounts • 5 - Too many accounts with balances • 12 - Length of time revolving accounts have been established							

Credit History

W h o s e	E C O A	Creditor Name	Date Rptd	Date Opened	High Credit	Balance	Past Due	Mo Rev	30	60	90 +	Account Status
		Acct Number		DLA	Credit Limit	Terms	Maximum Delinquency					Account Type
B	J	UNTD WHLSL 3000182051607 FANNIE MAE ACCOUNT / REAL ESTATE MORTGAGE 1414 East Maple Road - Troy, MI 48083 - 855-753-6201	05/05/2023	08/25/2022 05/01/2023	\$394,125	\$389,918 360M/\$2661	\$0	8	0	0	0	As Agreed Mtg EQX
B	I	DPEDNELNET 900000407249845 STUDENT LOAN 121 South 13th St - Lincoln, NE 68508 - 888-486-4722	04/30/2023	08/12/2013 04/01/2023	\$7,000	\$8,817 120M	\$0	99	0	0	0	As Agreed Inst EQX
B	I	JPMCB CARD 414740036942 AMOUNT IN H/C COLUMN IS CREDIT LIMIT / FLEXIBLE SPENDING CREDIT CARD 301 N Walnut St, Floor 09 - Wilmington, DE 19801 - 800-955-9900	05/04/2023	12/05/2016 05/01/2023	\$10,000	\$8,679 MIN \$319	\$0	76	0	0	0	As Agreed Rev EQX
B	I	AMEX -3499928899238763 CREDIT CARD P.O. Box 7871 - Fort Lauderdale, FL 33329 - 800-635-5955	05/11/2023	07/12/2021 -/---	\$8,000	\$6,646 MIN \$235	\$0	21	0	0	0	As Agreed Rev EQX
B	I	DPEDNELNET 900000464155345 STUDENT LOAN 121 South 13th St - Lincoln, NE 68508 - 888-486-4722	04/30/2023	09/18/2014 04/01/2023	\$5,500	\$6,591 120M	\$0	99	0	0	0	As Agreed Inst EQX
B	I	DPEDNELNET 900000407249745 STUDENT LOAN 121 South 13th St - Lincoln, NE 68508 - 888-486-4722	04/30/2023	08/12/2013 04/01/2023	\$5,500	\$6,529 120M	\$0	99	0	0	0	As Agreed Inst EQX
B	I	AHM 454198974 AUTO / LEASE 2420 Camino Ramon - San Ramon, CA 94583 - 800-916-9939	05/03/2023	05/02/2021 05/01/2023	\$19,370	\$6,413 36M/\$583	\$0	23	0	0	0	As Agreed Inst EQX
B	I	DPEDNELNET 900000312518949 STUDENT LOAN 121 South 13th St - Lincoln, NE 68508 - 888-486-4722	04/30/2023	08/13/2012 04/01/2023	\$5,500	\$6,405 120M	\$0	99	0	0	0	As Agreed Inst EQX

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: [47491051](#)
Repositories: EQX
Price:

Order Verifications

Credit History (continued)													
W h o s e	E C O A	Creditor Name	Date Rptd	Date Opened	High Credit	Balance	Past Due	Mo Rev	30	60	90 +	Account Status	
		Acct Number		DLA	Credit Limit	Terms	Maximum Delinquency					Account Type	
B	I	DPEDNELNET 900000464155445 STUDENT LOAN 121 South 13th St - Lincoln, NE 68508 - 888-486-4722	04/30/2023	09/18/2014 04/01/2023	\$2,000	\$2,513 120M	\$0	99	0	0	0	As Agreed Inst EQX	
B	I	WFB CD SVC 446542055339 AMOUNT IN H/C COLUMN IS CREDIT LIMIT / FLEXIBLE SPENDING CREDIT CARD P.O. Box 3696 - Portland, OR 97208 - 800-642-4720	05/12/2023	02/15/2012 05/01/2023	\$9,500	\$46 MIN \$25	\$0	99	0	0	0	As Agreed Rev EQX	
B	J	BALBOA T&L 500511506 Paid: 11/2016 CLOSED OR PAID ACCOUNT/ZERO BALANCE / AUTO Accounts Payable - Chula Vista, CA 91912 - 619-397-7700	01/31/2017	12/07/2013 11/01/2016	\$19,700	\$0 72M	\$0	37	0	0	0	As Agreed Inst EQX	
B	I	BK OF AMER 4147342044572669 CREDIT CARD P O Box 982236 - El Paso, TX 79998 - 800-421-2110	04/26/2023	04/21/2023 --/----	\$14,000	\$0	\$0					As Agreed Rev EQX	
B	I	CAP ONE 517805834904 CREDIT CARD PO Box 85015 - Richmond, VA 23285 - 800-955-7070	05/13/2023	08/16/2021 01/01/2022	\$2,000	\$0	\$0	20	0	0	0	As Agreed Rev EQX	
B	I	CBNA 7001191980762893 Paid: 12/2013 CLOSED OR PAID ACCOUNT/ZERO BALANCE 701 East 60th Street - Sioux Falls, SD 57104 - 888-574-1301	03/15/2019	09/03/2012 12/01/2013	\$800	\$0	\$0	64	0	0	0	As Agreed Rev EQX	
B	I	CMGMTGINC 3000152097382 Paid: 04/2022 FANNIE MAE ACCOUNT / CLOSED OR PAID ACCOUNT/ZERO BALANCE 425 Phillips Blvd - Ewing, NJ 08618 - 888-262-0450	04/05/2022	09/21/2020 04/01/2022	\$199,500	\$0 360M	\$0	18	0	0	0	As Agreed Mtg EQX	
B	J	FMCC 56636067 Paid: 06/2021 CLOSED OR PAID ACCOUNT/ZERO BALANCE 12110 Emmet - Omaha, NE 68164 - 800-727-7000	07/29/2022	07/08/2018 06/01/2021	\$10,574	\$0 36M	\$0	48	0	0	0	As Agreed Inst EQX	
B	I	GOLDEN 1 4207781072629866 Closed: 10/2018 CLOSED OR PAID ACCOUNT/ZERO BALANCE / ACCOUNT CLOSED BY CREDIT GRANTOR 30-59 Days Late: 09/2018, 05/2018, 08/2017, 04/2017, 12/2016, 60-89 Days Late: 06/2018, 09/2017, 05/2017, 90+ Days Late: 01/2018, 10/2017, 06/2017, 120-149 Days Late: 02/2018, 12/2017, 11/2017 1108 O Street - Sacramento, CA 95814 - 916-732-2900	10/19/2018	07/24/2016 10/01/2018	\$500	\$0	\$0	26	5	3	6	As Agreed Rev EQX	*
B	I	GOLDEN 1 104532567 ACCOUNT TRANSFERRED OR SOLD 1108 O Street - Sacramento, CA 95814 - 916-732-2900	11/29/2017	12/21/2009 05/01/2016	\$500	\$0	\$0	95	0	0	0	As Agreed Rev EQX	
B	J	USBANKHM 5159902837067 Paid: 09/2020 CLOSED OR PAID ACCOUNT/ZERO BALANCE / REAL ESTATE MORTGAGE 4801 Fredericka - Owensboro, KY 42301 - 800-365-7772	10/05/2020	09/02/2014 09/01/2020	\$177,721	\$0	\$0	69	0	0	0	As Agreed Mtg EQX	
B	J	WJ BRADLEY 9124091415 ACCOUNT TRANSFERRED OR SOLD / REAL ESTATE MORTGAGE 1235 N Dutton Ave Suite E - Santa Rosa, CA 95401 - 866-210-7340	10/31/2014	09/02/2014 10/01/2014	\$177,721	\$0 360M	\$0					As Agreed Mtg EQX	

Whose: B-Borrower, C-Coborrower, J-Joint

ECOA: A-Authorized User, C-Joint, I-Individual, J-Joint, M-Primary Borrower, P-Participant, S-Cosigner, T-Terminated, U-Undesignated, X-Deceased

Account Type: CL-Line of Credit, Inst-Installment, Mtg-Mortgage, Open-Open, Rev-Revolving, Unkn-Unknown

Inquiries (Last 120 Days)

No inquiries in the last 120 days.

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: [47491051](#)
Repositories: EQX
Price:

Order Verifications

Repository Files Returned

EQX-A1 Equifax - Pulled: 05/23/2023 - Infile Date: 08/31/2009
NM: Carter D. Chavez SSN: [REDACTED]

[REDACTED]

Creditors

+ AHM	163FA02089	
2420 Camino Ramon, San Ramon, CA 94583		800-916-9939
+ AMEX	402BB48257	
P.O. Box 7871, Fort Lauderdale, FL 33329		800-635-5955
+ BALBOA T&L	181FF01373	
Accounts Payable, Chula Vista, CA 91912		619-397-7700
+ BK OF AMER	801ON00119	
P O Box 982236, El Paso, TX 79998		800-421-2110
+ CAP ONE	850BB01498	
PO Box 85015, Richmond, VA 23285		800-955-7070
+ CBNA	362HT00104	
701 East 60th Street, Sioux Falls, SD 57104		888-574-1301
+ CMGMTGINC	444FM19162	
425 Phillips Blvd, Ewing, NJ 08618		888-262-0450
+ DPEDNELNET	644FZ07702	
121 South 13th St, Lincoln, NE 68508		888-486-4722
+ FMCC	644FA04640	
12110 Emmet, Omaha, NE 68164		800-727-7000
+ GOLDEN 1	236FC00614	
1108 O Street, Sacramento, CA 95814		916-732-2900
+ JPMCB CARD	458ON13374	
301 N Walnut St, Floor 09, Wilmington, DE 19801		800-955-9900
+ UNTD WHLSL	168FM15247	
1414 East Maple Road, Troy, MI 48083		855-753-6201
+ USBANKHM	668FM04577	
4801 Fredericka, Owensboro, KY 42301		800-365-7772
+ WFB CD SVC	162BB10365	
P.O. Box 3696, Portland, OR 97208		800-642-4720
+ WJ BRADLEY	163FM21351	
1235 N Dutton Ave Suite E, Santa Rosa, CA 95401		866-210-7340

Miscellaneous Information

This report can be viewed on the web by visiting <http://view.xactus360.com>.
Report ID: 47491051
Password: [REDACTED]

End of File Variation

Disclaimer

Credit Bureau certifies that this Merged Mortgage Credit Report (MMCR) meets the guidelines as set forth by the Consumer Data Industry Association (CDIA). This report contains information supplied by the repositories listed on the report and may also contain duplicate information.

Credit Repositories

Equifax
P. O. Box 740241
Atlanta, GA 30374
800-685-1111
www.equifax.com/fcra

*** End of Report 05/23/2023 13:44:23 PM ***

Credit Score Disclosure

Case 1:23-cv-01205-SKO Document 36-2 Filed 02/07/25 Page 127 of 256

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Report ID
47491051
Loan Number

Date
05/23/2023
Repositories Requested
Equifax

Applicant

Name
Carter Chavez
Current Address

[REDACTED]

For information on FICO scores, please contact the developer, Fair Isaac Corporation, at www.myfico.com or 1-800-319-4433.

Questions regarding your credit report should be directed to EQUIFAX. You will find their contact information below:

Equifax
P. O. Box 740241
Atlanta, GA 30374
800-685-1111
www.equifax.com/fcra

I have received a copy of this disclosure.

Carter Chavez

Date

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Applicant
Carter Chavez

Report ID
47491051

Date
05/23/2023

BEYOND FINANCE, INC
Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	730
Source: Equifax	Date: 05-23-2023

Understanding Your Credit Score																			
What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
The range of scores	<p>Scores range from a low of 334 to a high of 818.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>																		
How your score compares to the scores of other consumers	<p>Your credit score ranks higher than 53 percent of U.S. consumers.</p> <p>Percentage of Consumers with Scores in a Particular Range</p> <table border="1"> <caption>FICO® Score 5 Range</caption> <thead> <tr> <th>FICO® Score Range</th> <th>Percentage of Consumers</th> </tr> </thead> <tbody> <tr> <td>334-499</td> <td>3%</td> </tr> <tr> <td>500-549</td> <td>5%</td> </tr> <tr> <td>550-599</td> <td>8%</td> </tr> <tr> <td>600-649</td> <td>11%</td> </tr> <tr> <td>650-699</td> <td>14%</td> </tr> <tr> <td>700-749</td> <td>16%</td> </tr> <tr> <td>750-799</td> <td>24%</td> </tr> <tr> <td>800-818</td> <td>19%</td> </tr> </tbody> </table>	FICO® Score Range	Percentage of Consumers	334-499	3%	500-549	5%	550-599	8%	600-649	11%	650-699	14%	700-749	16%	750-799	24%	800-818	19%
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Checking Your Credit Report	
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How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's Web site at www.consumerfinance.gov/learnmore

I have received a copy of this disclosure.

Carter Chavez

Date

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EXHIBIT L

DECLARATION OF MATTHEW R. SNYDER



BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: [47490892](#)
Repositories: EQX
Price:

Order Verifications

Borrower Co-Borrower

Name Courtney Chavez
SSN
Current Address

Name
SSN
Current Address

File Summary

Account Type	Number of Accounts	Open Accounts	Accounts Currently Past Due	Past Due	Payment	Balance	Accounts	Historical Late Payments	30 Days	60 Days	90+ Days
Mortgage	3	1	0	\$0	\$2,661	\$389,918	0	0	0	0	0
Revolving/Credit Line	11	6	0	\$0	\$206	\$8,491	3	4	1	0	0
Auto	1	0	0	\$0	\$0	\$0	0	0	0	0	0
Education	0	0	0	\$0	\$0	\$0	0	0	0	0	0
Other Installment	3	0	0	\$0	\$0	\$0	0	0	0	0	0
Totals	18	7	0	\$0	\$2,867	\$398,409	3	4	1	0	0

Number of Public Records: 0
Number of Collections/Charge-offs: 0
Bankruptcy: No

Available Credit: \$35,509
Revolving/Credit Line Used: 19%
Number of Inquiries: 0
Number of Authorized User Accounts: 0

File Variation Warning

This report contains one or more "file variations". There are records returned by a repository where the consumer's identifying information differs significantly from the information in the request. Data from file variation is not shown in the main body of the report, and is displayed separately below.
We recommend reviewing the identifying information of the consumer in the file variation section to confirm if it is related to the consumers in your request.

Public Records

THE REPORTING BUREAU CERTIFIES THAT: public records have been checked for bankruptcies involving the subject(s) were obtained directly through the repositories used, or by direct searches, or a public records search firm other than the repository, or by all methods with the following results:
PUBLIC RECORDS LEARNED: NONE on this file, see additional variations

Inquiries (Last 120 Days)

No inquiries in the last 120 days.

Repository Files Returned

EQX-A1 Equifax - Pulled: 05/23/2023 - Infile Date: 11/18/2009
NM: Courtney A. Chavez

Creditors

+ BALBOA T&L	181FF01373	619-397-7700
Accounts Payable, Chula Vista, CA 91912		
+ BK OF AMER	801ON00119	800-421-2110
P O Box 982236, El Paso, TX 79998		
+ CAP ONE	850BB01498	800-955-7070
PO Box 85015, Richmond, VA 23285		
+ CB/NY&CO	682CG04957	800-889-0494
PO Box 182122, Columbus, OH 43218		
+ CB/TORRID	372CZ00354	800-853-2921
PO Box 182685, Columbus, OH 43218		
+ CRDT FIRST	594AT00266	800-321-3950
6275 Eastland Road, Brook Park, OH 44142		
+ FMCC	644FA04640	800-727-7000
12110 Emmet, Omaha, NE 68164		
+ KOHLS/CAP1	668DC04698	800-564-5740
PO Box 3115, Milwaukee, WI 53201		
+ NORDSTM/TD	146BB15682	866-445-0433
13531 E Caley Av, Englewood, CO 80111		
+ SYNCB/HDNA	404FF22145	866-396-8254
C/O P.O. Box 965036, Orlando, FL 32896		
+ UNIFY FCU	180FC02623	877-254-9328
9323 Bellanca Avenue, Los Angeles, CA 90009		
+ UNTD WHLSL	168FM15247	855-753-6201
1414 East Maple Road, Troy, MI 48083		
+ USBANKHM	668FM04577	800-365-7772
4801 Fredericka, Owensboro, KY 42301		
+ W FARGO BK	612BB21775	866-275-9138
Wells Fargo /Cons C, Des Moines, IA 50306		
+ WFB CD SVC	162BB10365	800-642-4720
P.O. Box 3696, Portland, OR 97208		
+ WFFNATBANK	164HF01164	800-459-8451
PO Box 94498, Las Vegas, NV 89193		



BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: [47490892](#)
Repositories: EQX
Price:

[Order Verifications](#)**Creditors (continued)**

+ WFFNATBANK	164HF07294	800-459-8451
PO Box 94498, Las Vegas, NV 89193		
+ WJ BRADLEY	163FM21351	866-210-7340
1235 N Dutton Ave Suite E, Santa Rosa, CA 95401		

Miscellaneous Information

This report can be viewed on the web by visiting <http://view.xactus360.com>.

Report ID: 47490892

Password: [REDACTED]

File Variation

The following file variation was reported by Equifax.

Name	Social Security Number
Courtney A. Chavez	[REDACTED]
Address	
[REDACTED]	
	Age / DOB
[REDACTED]	[REDACTED]

File Summary

Account Type	Number of Accounts	Open Accounts	Accounts Currently Past Due	Past Due	Payment	Balance	Accounts	Historical Late Payments		
								30 Days	60 Days	90+ Days
Mortgage	3	1	0	\$0	\$2,661	\$389,918	0	0	0	0
Revolving/Credit Line	11	6	0	\$0	\$206	\$8,491	3	4	1	0
Auto	1	0	0	\$0	\$0	\$0	0	0	0	0
Education	0	0	0	\$0	\$0	\$0	0	0	0	0
Other Installment	3	0	0	\$0	\$0	\$0	0	0	0	0
Totals	18	7	0	\$0	\$2,867	\$398,409	3	4	1	0

Number of Public Records: 0
Number of Collections/Charge-offs: 0
Bankruptcy: No

Available Credit: \$35,509
Revolving/Credit Line Used: 19%
Number of Inquiries: 0
Number of Authorized User Accounts: 0

Credit Score Information

Score	Name	Repository	Model	Developed By	Range	Calculated	Reported On
763	Courtney A. Chavez	Equifax	FICO Classic v5	Fair Isaac	334-818	05/23/2023	EQX-A1
Factors							
• 30 - Time since most recent account opening is too short							
• 18 - Number of accounts with delinquency							
• 10 - Proportion of balances to credit limits is too high on bank revolving or other revolving accounts							
• 5 - Too many accounts with balances							

Credit History

W h o s e	E C O A	Creditor Name	Date Rprtd	Date Opened	High Credit	Balance	Past Due	Mo Rev	30	60	90 +	Account Status
		Acct Number		DLA	Credit Limit	Terms	Maximum Delinquency					Account Type
B	J	UNTD WHLSL 3000182051607 FANNIE MAE ACCOUNT / REAL ESTATE MORTGAGE 1414 East Maple Road - Troy, MI 48083 - 855-753-6201	05/05/2023	08/25/2022	\$394,125	\$389,918 360M/\$2661	\$0	8	0	0	0	As Agreed Mtg EQX
B	I	WFB CD SVC 446540041712 AMOUNT IN H/C COLUMN IS CREDIT LIMIT / FLEXIBLE SPENDING CREDIT CARD P.O. Box 3696 - Portland, OR 97208 - 800-642-4720	05/14/2023	11/10/2009	\$15,500	\$8,491 MIN \$206	\$0	99	0	0	0	As Agreed Rev EQX
B	I	BALBOA T&L 500511506 Paid: 11/2016 CLOSED OR PAID ACCOUNT/ZERO BALANCE / AUTO Accounts Payable - Chula Vista, CA 91912 - 619-397-7700	01/31/2017	12/07/2013	\$19,700	\$0 72M	\$0	37	0	0	0	As Agreed Inst EQX
B	I	BK OF AMER 4147342067010175 CREDIT CARD P O Box 982236 - El Paso, TX 79998 - 800-421-2110	05/10/2023	05/04/2023	\$20,000	\$0	\$0					As Agreed Rev EQX
B	I	CAP ONE 517805901420 CREDIT CARD PO Box 85015 - Richmond, VA 23285 - 800-955-7070	05/13/2023	10/14/2021	\$400	\$0	\$0	18	0	0	0	As Agreed Rev EQX

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: 47490892
Repositories: EQX
Price:

Order Verifications

Credit History (continued)													
W h o s e	E C O A	Creditor Name	Date Rprtd	Date Opened	High Credit	Balance	Past Due	Mo Rev	30	60	90 +	Account Status	
		Acct Number		DLA	Credit Limit	Terms	Maximum Delinquency					Account Type	
B	I	CB/NY&CO 61892 Closed: 08/2012 CLOSED OR PAID ACCOUNT/ZERO BALANCE / ACCOUNT CLOSED BY CREDIT GRANTOR PO Box 182122 - Columbus, OH 43218 - 800-889-0494	11/10/2018	01/14/2012 08/01/2012	\$350	\$0	\$0	82	0	0	0	As Agreed Rev EQX	
B	I	CB/TORRID 585637952827 Closed: 04/2018 CLOSED OR PAID ACCOUNT/ZERO BALANCE / ACCOUNT CLOSED BY CREDIT GRANTOR PO Box 182685 - Columbus, OH 43218 - 800-853-2921	05/30/2020	02/24/2017 04/01/2018	\$230	\$0	\$0	39	1	1	0	As Agreed Rev EQX	*
B	I	CRDT FIRST 2717420027797414 Closed: 11/2019 CLOSED OR PAID ACCOUNT/ZERO BALANCE / ACCOUNT CLOSED BY CREDIT GRANTOR 6275 Eastland Road - Brook Park, OH 44142 - 800-321-3950	04/20/2023	11/12/2010 11/01/2019	\$1,200	\$0	\$0	99	2	0	0	As Agreed Rev EQX	*
B	J	FMCC 56636067 Paid: 06/2021 CLOSED OR PAID ACCOUNT/ZERO BALANCE 12110 Emmet - Omaha, NE 68164 - 800-727-7000	07/29/2022	07/08/2018 06/01/2021	\$10,574	\$0 36M	\$0	48	0	0	0	As Agreed Inst EQX	
B	I	KOHL/CAP1 6393050625162466 Paid: 12/2016 CLOSED OR PAID ACCOUNT/ZERO BALANCE / CHARGE PO Box 3115 - Milwaukee, WI 53201 - 800-564-5740	02/22/2019	10/29/2011 12/01/2016	\$600	\$0	\$0	88	1	0	0	As Agreed Rev EQX	*
B	I	NORDSTM/TD 4147211067140698 CREDIT CARD 13531 E Caley Av - Englewood, CO 80111 - 866-445-0433	05/09/2023	12/17/2022 02/01/2023	\$3,500	\$0	\$0	4	0	0	0	As Agreed Rev EQX	
B	I	SYNCB/HDNA 6034611700359145 Paid: 02/2012 CLOSED OR PAID ACCOUNT/ZERO BALANCE C/O P.O. Box 965036 - Orlando, FL 32896 - 866-396-8254	10/06/2016	04/22/2011 02/01/2012	\$4,000	\$0	\$0	65	0	0	0	As Agreed Rev EQX	
B	I	UNIFY FCU 45038660001 Paid: 12/2013 CLOSED OR PAID ACCOUNT/ZERO BALANCE 9323 Bellanca Avenue - Los Angeles, CA 90009 - 877-254-9328	01/09/2014	12/15/2009 12/01/2013	\$12,000	\$0 60M	\$0	13	0	0	0	As Agreed Inst EQX	
B	J	USBANKHM 5159902837067 Paid: 09/2020 CLOSED OR PAID ACCOUNT/ZERO BALANCE / REAL ESTATE MORTGAGE 4801 Fredericka - Owensboro, KY 42301 - 800-365-7772	10/05/2020	09/02/2014 09/01/2020	\$177,721	\$0	\$0	69	0	0	0	As Agreed Mtg EQX	
B	I	W FARGO BK 66266287845820001 Paid: 11/2019 CLOSED OR PAID ACCOUNT/ZERO BALANCE / FIXED RATE Wells Fargo /Cons C - Des Moines, IA 50306 - 866-275-9138	12/31/2019	12/02/2016 11/01/2019	\$6,500	\$0	\$0	36	0	0	0	As Agreed Inst EQX	
B	I	WFFNATBANK 5774421132169898 Closed: 08/2013 CLOSED OR PAID ACCOUNT/ZERO BALANCE / ACCOUNT CLOSED BY CREDIT GRANTOR PO Box 94498 - Las Vegas, NV 89193 - 800-459-8451	06/28/2015	05/20/2013 08/01/2013	\$5,700	\$0	\$0	25	0	0	0	As Agreed Rev EQX	
B	I	WFFNATBANK 5774422053728555 Closed: 05/2013 CLOSED OR PAID ACCOUNT/ZERO BALANCE / ACCOUNT CLOSED BY CREDIT GRANTOR PO Box 94498 - Las Vegas, NV 89193 - 800-459-8451	04/17/2015	09/18/2011 05/01/2013	\$4,000	\$0	\$0	43	0	0	0	As Agreed Rev EQX	
B	J	WJ BRADLEY 9124091415 ACCOUNT TRANSFERRED OR SOLD / REAL ESTATE MORTGAGE 1235 N Dutton Ave Suite E - Santa Rosa, CA 95401 - 866-210-7340	10/31/2014	09/02/2014 10/01/2014	\$177,721	\$0 360M	\$0					As Agreed Mtg EQX	

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Client Code: UCIS2889
Requested By: BEYOND FINANCE API
Loan Number:

Ordered: 05/23/2023
Released: 05/23/2023
Reissued:

Report ID: [47490892](#)
Repositories: EQX
Price:

Order Verifications

Credit History (continued)

W h o s e	E C O A	Creditor Name	Date Rprtd	Date Opened	High Credit	Balance	Past Due	Mo Rev	30	60	90 +	Account Status
		Acct Number		DLA	Credit Limit	Terms	Maximum Delinquency					Account Type

Whose: B-Borrower, C-Coborrower, J-Joint

EEOA: A-Authorized User, C-Joint, I-Individual, J-Joint, M-Primary Borrower, P-Participant, S-Cosigner, T-Terminated, U-Undesignated, X-Deceased

Account Type: CL-Line of Credit, Inst-Installment, Mtg-Mortgage, Open-Open, Rev-Revolving, Unkn-Unknown

Inquiries (Last 120 Days)

No inquiries in the last 120 days.

Repository Files Returned

EQX-A1 Equifax - Pulled: 05/23/2023 - Infile Date: 11/18/2009
NM: Courtney A. Chavez

Creditors

+ BALBOA T&L	181FF01373	619-397-7700
Accounts Payable, Chula Vista, CA 91912		
+ BK OF AMER	801ON00119	800-421-2110
P O Box 982236, El Paso, TX 79998		
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6275 Eastland Road, Brook Park, OH 44142		
+ FMCC	644FA04640	800-727-7000
12110 Emmet, Omaha, NE 68164		
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1414 East Maple Road, Troy, MI 48083		
+ USBANKHM	668FM04577	800-365-7772
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+ WFFNATBANK	164HF07294	800-459-8451
PO Box 94498, Las Vegas, NV 89193		
+ WJ BRADLEY	163FM21351	866-210-7340
1235 N Dutton Ave Suite E, Santa Rosa, CA 95401		

Miscellaneous Information

This report can be viewed on the web by visiting <http://view.xactus360.com>.

Report ID: 47490892

Password: [REDACTED]

End of File Variation

Disclaimer

Credit Bureau certifies that this Merged Mortgage Credit Report (MMCR) meets the guidelines as set forth by the Consumer Data Industry Association (CDIA). This report contains information supplied by the repositories listed on the report and may also contain duplicate information.

Credit Repositories

Equifax
P. O. Box 740241
Atlanta, GA 30374
800-685-1111
www.equifax.com/fcra

*** End of Report 05/23/2023 13:41:30 PM ***

Credit Score Disclosure

Case 1:23-cv-01205-SKO Document 36-2 Filed 02/07/25 Page 134 of 256

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Report ID
47490892
Loan Number

Date
05/23/2023
Repositories Requested
Equifax

Applicant

Name
Courtney Chavez
Current Address

[REDACTED]

For information on FICO scores, please contact the developer, Fair Isaac Corporation, at www.myfico.com or 1-800-319-4433.

Questions regarding your credit report should be directed to EQUIFAX. You will find their contact information below:

Equifax
P. O. Box 740241
Atlanta, GA 30374
800-685-1111
www.equifax.com/fcra

I have received a copy of this disclosure.

Courtney Chavez

Date

BEYOND FINANCE, INC
7322 Southwest Fwy
Ste 1400
Houston, TX 77074

Applicant
Courtney Chavez

Report ID
47490892

Date
05/23/2023

BEYOND FINANCE, INC
Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	763
Source: Equifax	Date: 05-23-2023

Understanding Your Credit Score																			
What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
The range of scores	<p>Scores range from a low of 334 to a high of 818.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>																		
How your score compares to the scores of other consumers	<p>Your credit score ranks higher than 65 percent of U.S. consumers.</p> <p>Percentage of Consumers with Scores in a Particular Range</p> <table border="1"> <caption>FICO® Score 5 Range</caption> <thead> <tr> <th>FICO® Score Range</th> <th>Percentage of Consumers</th> </tr> </thead> <tbody> <tr> <td>334-499</td> <td>3%</td> </tr> <tr> <td>500-549</td> <td>5%</td> </tr> <tr> <td>550-599</td> <td>8%</td> </tr> <tr> <td>600-649</td> <td>11%</td> </tr> <tr> <td>650-699</td> <td>14%</td> </tr> <tr> <td>700-749</td> <td>16%</td> </tr> <tr> <td>750-799</td> <td>24%</td> </tr> <tr> <td>800-818</td> <td>19%</td> </tr> </tbody> </table>	FICO® Score Range	Percentage of Consumers	334-499	3%	500-549	5%	550-599	8%	600-649	11%	650-699	14%	700-749	16%	750-799	24%	800-818	19%
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Checking Your Credit Report	
What if there are mistakes in your credit report?	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report -</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit www.annualcreditreport.com</p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's Web site at www.consumerfinance.gov/learnmore

I have received a copy of this disclosure.

Courtney Chavez

Date

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EXHIBIT M



Potential Score Improvement

File#: 68258864

Date: 3/15/2022

Company: HOMEBRIDGE FINANCIAL SERVICES INC - 84112



Applicant: CARTER DOUGLAS CHAVEZ

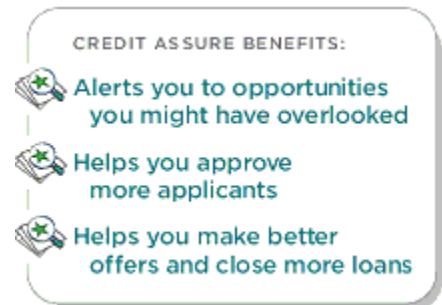
	Experian	TransUnion	Equifax
Bureau Scores	610	650	651
Potential Score Improvement	+81 <small>more ▶</small>	+9 <small>more ▶</small>	+8 <small>more ▶</small>

Co-Applicant: COURTNEY ANN CHAVEZ

	Experian	TransUnion	Equifax
Bureau Scores	632	626	650
Potential Score Improvement	+81 <small>more ▶</small>	+10 <small>more ▶</small>	+9 <small>more ▶</small>

Credit Assure™

Credit Assure™ looks for opportunities to help a borrower improve their credit score, typically by paying down balances.



Current scores (called bureau scores) are provided by the credit bureaus. Predicted scores (called potential scores) and score changes (called potential improvements or score improvements) are provided by CreditXpert Inc. ("CXI") and are not bureau or FICO scores or changes. Predicted scores and score changes simulated by CreditXpert(R) products are only estimates. CXI does not guarantee that scores from any other company will change by the same amount, in the same way, or at all, or that correcting credit report information will result in a score improvement. CreditXpert products are based on credit reports from the bureaus. CXI is not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated credit report information or incorrect assumptions about the future. CXI is not a credit counseling or credit repair organization. CXI is not endorsed by Equifax, Experian, TransUnion or FICO.

THE FOREGOING IS NOT INTENDED TO PROVIDE OR IMPLY WARRANTIES OF ANY KIND. CREDITXPRT PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND CREDITXPRT INC. AND ITS DISTRIBUTORS DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE AND/OR ACCURACY OF INFORMATIONAL CONTENT.

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31550 WINTERPLACE PKWY, SALISBURY, MD 21804

Phone: (800) 258-3488

Fax: (800) 258-3287

MERGED INFILE CREDIT REPORT

FILE #	68258864	FNMA #		DATE COMPLETED	3/15/2022	RQD' BY	TEENA HAHN
SEND TO	HOMEBRIDGE FINANCIAL SERVICES INC - 84112			DATE ORDERED	3/15/2022		
	CUST. # 10045381			REPOSITORIES	XP/TU/EF	PRPD' BY	
	1200 CONCORD AVE STE 180			PRICE	\$22.07	LOAN TYPE	
	CONCORD, CA 94520			REF. #	8010247254		

PROPERTY ADDRESS**APPLICANT**

APPLICANT CHAVEZ, CARTER DOUGLAS
SOC SEC # [REDACTED] **DOB** [REDACTED]
MARITAL STATUS
CURRENT ADDRESS [REDACTED]
PREVIOUS ADDRESS

CO-APPLICANT

CO-APPLICANT CHAVEZ, COURTNEY ANN
SOC SEC # [REDACTED] **DOB** [REDACTED]
DEPENDENTS
LENGTH
LENGTH

SCORE MODELS

EQUIFAX/FICO CLASSIC V5 FACTA - CARTER D CHAVEZ - [REDACTED]
SCORE: 651
 00039 - SERIOUS DELINQUENCY
 00034 - AMOUNT OWED ON DELINQUENT ACCOUNTS
 00013 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 00018 - NUMBER OF ACCOUNTS WITH DELINQUENCY
 FA - NUMBER OF INQUIRIES ADVERSELY AFFECTED THE SCORE, BUT NOT SIGNIFICANTLY

TRANSUNION/FICO CLASSIC (04) - CARTER D CHAVEZ - [REDACTED]
SCORE: 650
 039 - SERIOUS DELINQUENCY
 013 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 008 - TOO MANY INQUIRIES LAST 12 MONTHS
 018 - NUMBER OF ACCOUNTS WITH DELINQUENCY
 FA - INQUIRIES IMPACTED THE CREDIT SCORE

EXPERIAN/FAIR, ISAAC (VER. 2) - CARTER D CHAVEZ - [REDACTED]
SCORE: 610
 39 - SERIOUS DELINQUENCY
 13 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 18 - NUMBER OF ACCOUNTS WITH DELINQUENCY
 21 - AMOUNT PAST DUE ON ACCOUNTS
 08 - TOO MANY INQUIRIES LAST 12 MONTHS

EQUIFAX/FICO CLASSIC V5 FACTA - COURTNEY A CHAVEZ - [REDACTED]
SCORE: 650
 00039 - SERIOUS DELINQUENCY
 00034 - AMOUNT OWED ON DELINQUENT ACCOUNTS
 00018 - NUMBER OF ACCOUNTS WITH DELINQUENCY
 00013 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 FA - NUMBER OF INQUIRIES ADVERSELY AFFECTED THE SCORE, BUT NOT SIGNIFICANTLY

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APPLICANT				CO-APPLICANT			
APPLICANT	CHAVEZ, CARTER DOUGLAS			CO-APPLICANT	CHAVEZ, COURTNEY ANN		
SOC SEC #	██████████	DOB	██████████	SOC SEC #	██████████	DOB	██████████
MARITAL STATUS				DEPENDENTS			

Page 2/10

APPLICANT				CO-APPLICANT			
APPLICANT	CHAVEZ, CARTER DOUGLAS			CO-APPLICANT	CHAVEZ, COURTNEY ANN		
SOC SEC #	██████████	DOB	██████████	SOC SEC #	██████████	DOB	██████████
MARITAL STATUS				DEPENDENTS			

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE

B	B	BBY/CBNA	03/19	09/12	\$800	\$0	\$0	64	0	0	0	INACTIVE
		700119*****2893		12/13	REV	\$0						XP/TU/EF

C	C	CALPAC FCU	10/12	12/09	\$12000	\$0	\$0	34	0	0	0	PAID
		1755800000001		09/12	AUTO	60 \$0						EF
		ACCOUNT TRANSFERRED OR SOLD										

B	B	CAPITAL ONE	03/22	08/21	\$2000	\$0	\$0	7	0	0	0	AS AGREED
		517805*****		01/22	REV	\$0						XP/TU/EF

C	C	CAPITAL ONE	03/22	10/21	\$300	\$0	\$0	5	0	0	0	AS AGREED
		517805*****		01/22	REV	\$0						XP/TU/EF

C	C	CB/TORRID	05/20	02/17	\$230	\$0	\$0	39	1	1	0	PD WAS 60
		585637*****		04/18	REV	\$0						XP/TU/EF

C	C	COMENITYBANK/NY&CO	11/18	01/12	\$350	\$0	\$0	82	0	0	0	PAID
		61892		08/12	REV	\$0						XP/TU/EF

C	C	CREDIT FIRST N A	02/22	11/10	\$1200	\$0	\$0	99	3	1	0	CUR WAS 60
		631764***		11/19	REV	\$0						XP/TU/EF

B	B	GOLDEN 1	11/17	12/09	\$500	\$0	\$0	95	2	0	0	PD WAS 30
		104532***		05/16	REV	\$0						XP/TU/EF

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APPLICANT		CO-APPLICANT	
APPLICANT	CHAVEZ, CARTER DOUGLAS	CO-APPLICANT	CHAVEZ, COURTNEY ANN
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MARITAL STATUS		DEPENDENTS	

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	1200 CONCORD AVE STE 180			PRICE	\$22.07	LOAN TYPE	
	CONCORD, CA 94520			REF. #	8010247254		

PROPERTY ADDRESS

APPLICANT				CO-APPLICANT			
APPLICANT	CHAVEZ, CARTER DOUGLAS			CO-APPLICANT	CHAVEZ, COURTNEY ANN		
SOC SEC #	██████████	DOB	██████████	SOC SEC #	██████████	DOB	██████████
MARITAL STATUS				DEPENDENTS			

TRADE SUMMARY

	#	BALANCE	HIGH CREDIT	PAYMENTS	PAST DUE
MORTGAGE	3	191923	199500	1258	0
AUTO	5	15002	29163	583	427
EDUCATION	5	30855	25500	0	0
OTHER INSTALLMENT	1	0	0	0	0
OPEN	0	0	0	0	0
REVOLVING	16	807	39300	84	0
OTHER	0	0	0	0	0
TOTAL	30	238587	293463	1925	427

SECURED DEBT	206925	OLDEST TRADELINE	11/09
UNSECURED DEBT	31662	REVOLVING CREDIT UTILIZATION	2%
TOTAL DEBT/HIGH CREDIT			84%

DEROGATORY SUMMARY

CHARGE OFFS:	1	30 DAYS:	5	INQUIRIES:	2
COLLECTIONS:	0	60 DAYS:	3	MOST RECENT LATE:	undetermined
BANKRUPTCY:	0	90 DAYS:	1	DISPUTES:	0
PUBLIC RECORDS:	0	OTHER:	0		

EQUIFAX FRAUDIQ IDENTITY SCAN ALERT

*** FRAUDIQ IDENTITY SCAN ALERT ***

5 - CHAVEZ, CARTER DOUGLAS

* ██████████

* S - IDENTITY SCAN DID NOT DETECT ANY ALERTS

*** FRAUDIQ IDENTITY SCAN ALERT ***

6 - CHAVEZ, COURTNEY ANN

* ██████████

* S - IDENTITY SCAN DID NOT DETECT ANY ALERTS

SOURCE OF INFORMATION

1 EXPERIAN - PULLED ON: 03/15/22

NAME: CARTER D CHAVEZ

DOB: ██████████

SSN: ██████████

SSN: ██████████

ADDRESS: ██████████

ADDRESS: ██████████

ADDRESS: ██████████

EMPLOYER: ██████████

EMPLOYER: ██████████

2 EXPERIAN - PULLED ON: 03/15/22

NAME: COURTNEY A CHAVEZ

DOB: ██████████

NAME: COURTNEY ANN COVARRUBIAS

DOB: ██████████

NAME: COURTNEY AM CHAVEZ

DOB: ██████████

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APPLICANT	CHAVEZ, CARTER DOUGLAS	CO-APPLICANT	CHAVEZ, COURTNEY ANN
SOC SEC #	DOB	SOC SEC #	DOB
MARITAL STATUS		DEPENDENTS	

SOURCE OF INFORMATION

SSN: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]
 EMPLOYER: [REDACTED]
 EMPLOYER: [REDACTED]

3 TRANSUNION - PULLED ON: 03/15/22 - INFILE DATE: 08/31/09
 NAME: CARTER D CHAVEZ
 NAME: DOB: [REDACTED]
 SSN: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]
 EMPLOYER: [REDACTED]
 EMPLOYER: [REDACTED]

4 TRANSUNION - PULLED ON: 03/15/22 - INFILE DATE: 11/13/09
 NAME: COURTNEY A CHAVEZ
 NAME: COVARRUBIAS, COURTNEY, A
 NAME: COVARRUBIAS, COURTNEY
 NAME: DOB: [REDACTED]
 SSN: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]
 EMPLOYER: [REDACTED]

5 EQUIFAX - PULLED ON: 03/15/22 - INFILE DATE: 08/31/09
 NAME: CARTER D CHAVEZ DOB: [REDACTED]
 SSN: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]

6 EQUIFAX - PULLED ON: 03/15/22 - INFILE DATE: 11/18/09
 NAME: COURTNEY A CHAVEZ DOB: [REDACTED]
 NAME: COURTNEY COVARRUBIAS
 SSN: [REDACTED]
 ADDRESS: [REDACTED]
 ADDRESS: [REDACTED]

CREDITORS

AMER HONDA	2420 CAMINO RAMON SUITE # 350, SAN RAMON, CA 94583	800-205-8235
AMERICAN EXPRESS	P.O. BOX 7871, FORT LAUDERDALE, FL 33329	800-528-4800
AMERICAN HONDA FINAN	,	
BALBOA T&L	ACCOUNTS PAYABLE P O BOX 1147, CHULA VISTA, CA 91912	619 397 7700
BALBOA THRIFT & LOAN	865 AMENA CT, CHULA VISTA, CA 91910	619-397-7700
BBY/CBNA	50 NORTHWEST POINT ROAD, ELK GROVE VILLAGE, IL 60007	888-574-1301
BEST BUY/CBNA	,	MAIL ONLY
CALPAC FCU	66 AVON WAY, MARTINEZ, CA 94553	925-677-0850

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MARITAL STATUS				DEPENDENTS			

CREDITORS

CAPITAL 1 BK	11013 W BROAD ST, GLEN ALLEN VA 23060	800-955-7070
CAPITAL ONE	PO BOX 85520, RICHMOND VA 23285	800-955-7070
CAPITAL ONE BANK	,	800-955-7070
CB/TORRID	PO BOX 182789, COLUMBUS, OH 43218	800-853-2921
CBCINNOVIS	875 GREENTREE ROAD, PITTSBURGH, PA 15220	877-237-8317
CHASE	201 N WALNUT ST, WILMINGTON, DE 19801	800-955-9900
CMG MORTGAGE INC	3160 CROW CANYON RD STE, SAN RAMON, CA 94583	925-983-3000
COMENITY BANK/TORRID	PO BOX 182685, COLUMBUS, OH 43218	800-853-2921
CRDT FIRST	POB 81315, CLEVELAND, OH 44181	216-362-5000
CREDIT FIRST N A	6275 EASTLAND RD, BROOK PARK, OH 44142	800-321-3950
DEPT OF ED/NELNET	,	MAIL ONLY
DEPT OF EDUCATION/NELN	121 S 13TH ST, LINCOLN, NE 68508	888-486-4722
DEPTEDNELNET	,	888-486-4722
FACTUAL DATA	875 GREENTREE RD, PITTSBURGH, PA 15220	877-237-8317
FMCC	,	800-727-7000
FORD CRED	PO BOX BOX 542000, OMAHA NE 68154	800-727-7000
FORD MOTOR CREDIT NATL RECOVERY	,	800-732-2264
GOLDEN 1	1108 O STREET, SACRAMENTO, CA 95814	916-732-2900
GOLDEN 1 CREDIT UNION	6507 4TH AVE, SACRAMENTO, CA 95817	916-732-2900
GOLDEN 1 CU	6507 4TH AVENUE, SACRAMENTO CA 95817	877-465-3361
KOHL'S/CAP1	,	800-564-5740
KOHL'S/CAPONE	,	800-564-5740
MOR FURNITUR	CSCL DISPUTE TEAM N8235-04M PO BOX 14517, DES MOINES, IA 50306	800-231-5089
MY MORTGAGE INC	,	833-458-8664
NYCO	PO BOX 182122, COLUMBUS OH 43218	800-889-0494
SYNCB/HOME DESIGN NAHF	950 FORRER BLVD, KETTERING, OH 45420	937-534-6950
THE GOLDEN 1 CREDIT UN	8945 CAL CENTER DR, SACRAMENTO, CA 95826	916-732-2900
UNIFY FINANCIAL CRED	9323 BELLANCA AVENUE, LOS ANGELES, CA 90009	310-646-4384
US BANK HOME MORTGAGE	,	800-365-7772
US BANK HOME MTG	4801 FREDERICKA ATTN: CUSTOMER SERVICE, OWENSBORO, KY 42301	800-365-7772
US BK HM MTG	777 E WISCONSIN, MILWAUKEE WI 53202	800-365-7772

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SOC SEC #	██████████	DOB	██████████	SOC SEC #	██████████	DOB	██████████
MARITAL STATUS				DEPENDENTS			

CREDITORS

WELLS FARGO	P.O. BOX 94435, ALBUQUERQUE, NM 87199	800-869-3557
WELLS FARGO BANK	PO BOX 5445, PORTLAND OR 97228	800-642-4720
WELLS FARGO BANK N.A	WELLS FARGO DISPUTE CTR/CONS C PO BOX 10438, DES MOINES, IA 50306	800-245-8936
WELLS FARGO CARD SER	P.O. BOX 3696, PORTLAND, OR 97208	800-642-4720
WESTERN FCU	9323 BELLANCA, LOS ANGELES, CA 90045	310-646-4384
WESTERN FED CREDIT UNI	9323 BELLANCA AVE, LOS ANGELES, CA 90045	877-254-9328
WFFNB/MOR FURN FOR LES	PO BOX 94498, LAS VEGAS, NV 89193	800-635-5585
WFNNB/NEW YORK & COMPA	220 W SCHROCK RD, WESTERVILLE OH 43081	614-729-5010
WJ BRADLEY	1235 NORTH DUTTON SUITE E, SANTA ROSA, CA 95401	800-696-8199
WJ BRADLEY MTG CAPITAL LLC	1235 N DUTTON AVE SUITE E, SANTA ROSA, CAL 95401	866-210-7340

MISCELLANEOUS INFORMATION

- Instant View Password: ██████████

- To verify the authenticity of this credit report, please visit <https://credit.creditplus.com> and click on the Instant View link. Enter Identifier # 68258864 and password AV-1C2DCB to view the report. For any inquiries regarding this report or services provided by XACTUS please contact us at (800) 258-3488.

TREND SUMMARY

PAYMENT BEHAVIOR:	TRANSACTIONING		PAYMENT RATIO:	233.63%		
REVOLVING ACCOUNTS						
	1 MO. AGO	2 MO. AGO	3 MO. AGO	6 MO. AGO	12 MO. AGO	24 MO. AGO
# OPEN ACCOUNTS	7	7	7	6	4	5
# ACTIVE ACCOUNTS	2	3	5	5	3	3
CREDIT LIMIT	31800	33000	33000	23200	19200	17430
PREV BALANCE	113	22020	21495	18305	11114	0
BALANCE	288	113	22020	20883	6431	5598
SCHEDULED PAYMENT	65	62	621	571	215	262
ACTUAL PAYMENT	264	20805	455	907	7000	4055
NON-REVOLVING ACCOUNTS						
	1 MO. AGO	2 MO. AGO	3 MO. AGO	6 MO. AGO	12 MO. AGO	24 MO. AGO
BALANCE	209022	240772	241667	244344	229002	196034
PAYMENT	1846	1846	1846	1824	1684	1692

*** END OF REPORT 10/1/2024 11:49:32 AM ***

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RETURN SERVICE REQUESTED

CARTER DOUGLAS CHAVEZ

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	650 Source: TRANS UNION Model: TRANSUNION/FICO CLASSIC (04) Date: 03/15/22
Understanding Your Credit Score	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 309 to a high of 839. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Your credit score ranks higher than 24 percent of U.S. consumers.
Key factors that adversely affected your credit score	<ul style="list-style-type: none">• SERIOUS DELINQUENCY• TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN• TOO MANY INQUIRIES LAST 12 MONTHS• NUMBER OF ACCOUNTS WITH DELINQUENCY• INQUIRIES IMPACTED THE CREDIT SCORE
Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report: <i>By telephone:</i> Call toll-free: 1-877-322-8228 <i>On the web:</i> Visit www.annualcreditreport.com <i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

Notice to the Home Loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

RETURN SERVICE REQUESTED

COURTNEY ANN CHAVEZ
[REDACTED]

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	632 Source: EXPERIAN Model: EXPERIAN/FAIR, ISAAC (VER. 2) Date: 03/15/22
Understanding Your Credit Score	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Your credit score ranks higher than 26 percent of U.S. consumers.
Key factors that adversely affected your credit score	<ul style="list-style-type: none">• SERIOUS DELINQUENCY• TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN• NUMBER OF ACCOUNTS WITH DELINQUENCY• AMOUNT PAST DUE ON ACCOUNTS• TOO MANY INQUIRIES LAST 12 MONTHS
Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report: <i>By telephone:</i> Call toll-free: 1-877-322-8228 <i>On the web:</i> Visit www.annualcreditreport.com <i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

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If you have questions concerning the terms of the loan, contact the lender.

**NOTICE TO THE HOME LOAN APPLICANT
CREDIT SCORE INFORMATION DISCLOSURE**

CHAVEZ, CARTER DOUGLAS
[REDACTED]

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

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Your credit scores were provided by the following credit reporting agencies:

EXPERIAN	TRANSUNION	EQUIFAX
PO BOX 2002	PO BOX 2000	PO BOX 740241
ALLEN, TX 75013	CHESTER, PA 19016	ATLANTA, GA 30374
888-397-3742	800-916-8800	800-685-1111
www.experian.com/reportaccess	transunion.com/myoptions	www.equifax.com/fcra

The following information about your credit scores was created on 3/15/2022.

SCORE MODELS

EQUIFAX/FICO CLASSIC V5 FACTA - CARTER D CHAVEZ - *****[REDACTED]
SCORE: **651**
00039 - SERIOUS DELINQUENCY
00034 - AMOUNT OWED ON DELINQUENT ACCOUNTS
00013 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
00018 - NUMBER OF ACCOUNTS WITH DELINQUENCY
FA - NUMBER OF INQUIRIES ADVERSELY AFFECTED THE SCORE, BUT NOT SIGNIFICANTLY

TRANSUNION/FICO CLASSIC (04) - CARTER D CHAVEZ - *****[REDACTED]
SCORE: **650**
039 - SERIOUS DELINQUENCY
013 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
008 - TOO MANY INQUIRIES LAST 12 MONTHS
018 - NUMBER OF ACCOUNTS WITH DELINQUENCY
FA - INQUIRIES IMPACTED THE CREDIT SCORE

EXPERIAN/FAIR, ISAAC (VER. 2) - CARTER D CHAVEZ - *****[REDACTED]
SCORE: **610**
39 - SERIOUS DELINQUENCY
13 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
18 - NUMBER OF ACCOUNTS WITH DELINQUENCY
21 - AMOUNT PAST DUE ON ACCOUNTS
08 - TOO MANY INQUIRIES LAST 12 MONTHS

NOTICE TO THE HOME LOAN APPLICANT CREDIT SCORE INFORMATION DISCLOSURE

CHAVEZ, COURTNEY ANN
[REDACTED]

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EXPERIAN
PO BOX 2002
ALLEN, TX 75013
888-397-3742
www.experian.com/reportaccess

TRANSUNION
PO BOX 2000
CHESTER, PA 19016
800-916-8800
transunion.com/myoptions

EQUIFAX
PO BOX 740241
ATLANTA, GA 30374
800-685-1111
www.equifax.com/fcra

The following information about your credit scores was created on 3/15/2022.

SCORE MODELS

EQUIFAX/FICO CLASSIC V5 FACTA - COURTNEY A CHAVEZ - *****[REDACTED]
SCORE: **650**
00039 - SERIOUS DELINQUENCY
00034 - AMOUNT OWED ON DELINQUENT ACCOUNTS
00018 - NUMBER OF ACCOUNTS WITH DELINQUENCY
00013 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
FA - NUMBER OF INQUIRIES ADVERSELY AFFECTED THE SCORE, BUT NOT SIGNIFICANTLY

TRANSUNION/FICO CLASSIC (04) - COURTNEY A CHAVEZ - *****[REDACTED]
SCORE: **626**
039 - SERIOUS DELINQUENCY
013 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
018 - NUMBER OF ACCOUNTS WITH DELINQUENCY
008 - TOO MANY INQUIRIES LAST 12 MONTHS
FA - INQUIRIES IMPACTED THE CREDIT SCORE

EXPERIAN/FAIR, ISAAC (VER. 2) - COURTNEY A CHAVEZ - *****[REDACTED]
SCORE: **632**
39 - SERIOUS DELINQUENCY
13 - TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
18 - NUMBER OF ACCOUNTS WITH DELINQUENCY
21 - AMOUNT PAST DUE ON ACCOUNTS
08 - TOO MANY INQUIRIES LAST 12 MONTHS

FILE #: 68258864
 REFERENCE #: 8010247254
 APPLICANT: CHAVEZ, CARTER DOUGLAS
 CO-APPLICANT: CHAVEZ, COURTNEY ANN
 ADDRESS: [REDACTED]

CREDIT REPORT PROVIDED BY:
 XACTUS
 31550 WINTERPLACE PKWY
 SALISBURY, MD 21804
 VOICE: (800) 258-3488
 FAX (800) 258-3287

RE: CREDIT ACCOUNTS AND INQUIRIES

Dear Applicant,

A copy of your credit report has been provided to HOMEBRIDGE FINANCIAL SERVICES INC - 84112 in association with your recent application.

A brief statement may be required by HOMEBRIDGE FINANCIAL SERVICES INC - 84112 to explain credit accounts which indicate a past due credit history status, public record items, addresses, and/or credit inquiries*. Please write your explanation below. If additional space is required, use the reverse side of this letter. Please mail or deliver this form to HOMEBRIDGE FINANCIAL SERVICES INC - 84112 promptly. If you are unsure of the explanation(s) required, please contact HOMEBRIDGE FINANCIAL SERVICES INC - 84112.

IT IS VERY IMPORTANT that you respond to HOMEBRIDGE FINANCIAL SERVICES INC - 84112 IN WRITING as soon as possible regarding any items listed below. Please DO NOT send your response to XACTUS.

Please return this letter to:
HOMEBRIDGE FINANCIAL SERVICES INC - 84112
1200 CONCORD AVE STE 180
CONCORD, CA 94520
Phone: 9252646975

* A credit inquiry indicates that a credit grantor has obtained a copy of your credit report. Please indicate if you have applied for credit with the noted firm, if you currently have an account, if credit was denied with the noted firm, or if the inquiry was for employment report.

Your credit information has been provided by the following organizations. If you so desire, you can contact us or them to dispute items on your credit report:

TRANSUNION
 PO BOX 2000
 CHESTER, PA 19016
 800-916-8800
transunion.com/myoptions

EXPERIAN
 PO BOX 2002
 ALLEN, TX 75013
 888-397-3742
www.experian.com

EQUIFAX
 PO BOX 740241
 ATLANTA, GA 30374
 800-685-1111
www.equifax.com/fcra

The credit bureau or credit agency plays no part in the decision to take any action on your application request, and is unable to provide you with specific reasons for the decision on an application.

U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Department of Housing and Urban Development and Federal Housing Administration transactions", Provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years or both."

DEROGATORY ACCOUNTS

001											
ECOA / WHOSE J / J	FMCC 56636067	ACCT TYPE AUTO	REPORTED 03/22	HI CREDIT \$9793	PAYMENT -	30 0	60 0	90+ 0	CHARGE OFF		
SOURCE XP/TU/EF		TERM 036	OPENED 07/18	BALANCE \$427	PAST DUE \$427	-	-	-	MO REV 44	LAST LATE --/--	DLA 07/21
CHARGED OFF ACCOUNT											
EXPLANATION:											
OUTCOME:											
002											
ECOA / WHOSE C / C	CB/TORRID 585637*****	ACCT TYPE REV	REPORTED 05/20	HI CREDIT \$230	PAYMENT \$0	30 1	60 1	90+ 0	PD WAS 60		
SOURCE XP/TU/EF		TERM -	OPENED 02/17	BALANCE \$0	PAST DUE \$0	11/17	12/17	-	MO REV 39	LAST LATE 12/17	DLA 04/18
ACCOUNT CLOSED BY CREDIT GRANTOR											
EXPLANATION:											
OUTCOME:											

FILE #: 68258864
 REFERENCE #: 8010247254
 APPLICANT: CHAVEZ, CARTER DOUGLAS
 CO-APPLICANT: CHAVEZ, COURTNEY ANN
 ADDRESS: [REDACTED]

CREDIT REPORT PROVIDED BY:
 XACTUS
 31550 WINTERPLACE PKWY
 SALISBURY, MD 21804
 VOICE: (800) 258-3488
 FAX (800) 258-3287

RE: CREDIT ACCOUNTS AND INQUIRIES

DEROGATORY ACCOUNTS

003											
ECOA / WHOSE C / C	CREDIT FIRST N A 631764***	ACCT TYPE REV	REPORTED 02/22	HI CREDIT \$1200	PAYMENT \$0	30 3	60 1	90+ 0	CUR WAS 60		
SOURCE XP/TU/EF		TERM -	OPENED 11/10	BALANCE \$0	PAST DUE \$0	04/19 01/17 10/15	11/15	-	MO REV 99	LAST LATE 04/19	DLA 11/19
EXPLANATION:											
OUTCOME:											
004											
ECOA / WHOSE B / B	GOLDEN 1 104532***	ACCT TYPE REV	REPORTED 11/17	HI CREDIT \$500	PAYMENT \$0	30 2	60 0	90+ 0	PD WAS 30		
SOURCE XP/TU/EF		TERM -	OPENED 12/09	BALANCE \$0	PAST DUE \$0	08/16 03/16	-	-	MO REV 95	LAST LATE 08/16	DLA 05/16
ACCOUNT TRANSFERRED OR SOLD; FIXED RATE											
EXPLANATION:											
OUTCOME:											
005											
ECOA / WHOSE C / C	KOHLS/CAPONE 639305*****2466	ACCT TYPE REV	REPORTED 02/19	HI CREDIT \$600	PAYMENT \$0	30 1	60 0	90+ 0	PD WAS 30		
SOURCE XP/TU/EF		TERM -	OPENED 10/11	BALANCE \$0	PAST DUE \$0	12/16	-	-	MO REV 88	LAST LATE 12/16	DLA 12/16
CLOSED DUE TO INACTIVITY											
EXPLANATION:											
OUTCOME:											
006											
ECOA / WHOSE B / B	THE GOLDEN 1 CREDIT UN 420778*****9866	ACCT TYPE REV	REPORTED 10/18	HI CREDIT \$500	PAYMENT \$0	30 5	60 3	90+ 6	PD WAS 120+		
SOURCE XP/TU/EF		TERM -	OPENED 07/16	BALANCE \$0	PAST DUE \$0	09/18 05/18 08/17 04/17 12/16	06/18 09/17 05/17	02/18 01/18 12/17 11/17 10/17 06/17	MO REV 27	LAST LATE 09/18	DLA 10/18
ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST											
EXPLANATION:											
OUTCOME:											

PUBLIC RECORDS

*** NONE ***

RE: CREDIT ACCOUNTS AND INQUIRIES

[illegible]

FILE #: 68258864
REFERENCE #: 8010247254
APPLICANT: CHAVEZ, CARTER DOUGLAS
CO-APPLICANT: CHAVEZ, COURTNEY ANN
ADDRESS: [REDACTED]

CREDIT REPORT PROVIDED BY:
XACTUS
31550 WINTERPLACE PKWY
SALISBURY, MD 21804
VOICE: (800) 258-3488
FAX (800) 258-3287

RE: CREDIT ACCOUNTS AND INQUIRIES

INQUIRIES (LAST 120 DAYS)

Inquiries	Date Reported	Source	New Credit Opened?
001. FACTUAL DATA	12/29/21	XP/EF-J	<input type="radio"/> YES <input checked="" type="radio"/> NO
Explanation:			
002. HOMEBRIDGE FINANCIAL	12/29/21	TU-J	<input type="radio"/> YES <input checked="" type="radio"/> NO
Explanation:			

NAME VARIATION

CO-APPLICANT

Name	Source	Explanation
001. COURTNEY AM CHAVEZ	XP	
002. COURTNEY ANN COVARRUBIAS	XP	
003. COVARRUBIAS,COURTNEY	TU/EF	
004. COVARRUBIAS,COURTNEY,A	TU	

ADDITIONAL REMARKS

*** NONE ***

*** 10/1/2024 11:49:33 AM ***

Borrower Signature _____

Date _____

Co-borrower Signature _____

Date _____

** REMIT ALL CORRESPONDENCE TO:

HOMEBRIDGE FINANCIAL SERVICES INC - 84112
1200 CONCORD AVE STE 180
CONCORD, CA 94520

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EXHIBIT N

DECLARATION OF MATTHEW R. SNYDER



Potential Score Improvement

File#: 55214156
Date: 7/3/2020
Company: CALIFORNIA HOME LOANS



Applicant: CARTER D CHAVEZ

	Experian	TransUnion	Equifax
Bureau Scores	634	643	648
Potential Score Improvement	+33 <small>more +</small>	+31 <small>more +</small>	+33 <small>more +</small>

Co-Applicant: COURTNEY A CHAVEZ

	Experian	TransUnion	Equifax
Bureau Scores	660	607	618
Potential Score Improvement	+1 <small>more +</small>	+14 <small>more +</small>	+6 <small>more +</small>

Credit Assure™

Credit Assure™ looks for opportunities to help a borrower improve their credit score, typically by paying down balances.

CREDIT ASSURE BENEFITS:

- Alerts you to opportunities you might have overlooked
- Helps you approve more applicants
- Helps you make better offers and close more loans

Current scores (called bureau scores) are provided by the credit bureaus. Predicted scores (called potential scores) and score changes (called potential improvements or score improvements) are provided by CreditXpert Inc. ("CXI") and are not bureau or FICO scores or changes. Predicted scores and score changes simulated by CreditXpert(R) products are only estimates. CXI does not guarantee that scores from any other company will change by the same amount, in the same way, or at all, or that correcting credit report information will result in a score improvement. CreditXpert products are based on credit reports from the bureaus. CXI is not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated credit report information or incorrect assumptions about the future. CXI is not a credit counseling or credit repair organization. CXI is not endorsed by Equifax, Experian, TransUnion or FICO.

THE FOREGOING IS NOT INTENDED TO PROVIDE OR IMPLY WARRANTIES OF ANY KIND. CREDITXPRT PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND CREDITXPRT INC. AND ITS DISTRIBUTORS DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE AND/OR ACCURACY OF INFORMATIONAL CONTENT.

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31550 WINTERPLACE PKWY, SALISBURY, MD 21804

Phone: (800) 258-3488

Fax: (800) 258-3287

MERGED INFILE CREDIT REPORT

SEND TO: CALIFORNIA HOME LOANS
 CUST. # 10043682
 6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020

FILE #: 55214156
REF. #: F20200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

APPLICANT INFORMATION

APPLICANT:	CHAVEZ, CARTER D		
CO-APPLICANT:	CHAVEZ, COURTNEY A		
CURRENT ADDRESS:		LENGTH:	

SCORE MODELS**APPLICANT****648** EQUIFAX/FICO CLASSIC V5 FACTA**RANGE:** 334-818

CARTER D CHAVEZ -

00038 SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
 00010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
 00013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 00014 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

643 TRANSUNION/FICO CLASSIC (04)**RANGE:** 309-839

CARTER D CHAVEZ -

038 SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED
 013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
 010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
 020 LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT

634 EXPERIAN/FAIR, ISAAC (VER. 2)**RANGE:** 300-850

CARTER D CHAVEZ -

38 SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
 10 PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
 18 NUMBER OF ACCOUNTS WITH DELINQUENCY
 14 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

EOCA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;
 M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

XACTUS: 31550 WINTERPLACE PKWY, SALISBURY, MD 21804 (P) (800) 258-3488 (F) (800) 258-3287

The information is furnished in response to an inquiry for the purpose of evaluating credit risks. It has been obtained from sources deemed reliable, the accuracy of which this organization does not guarantee. The inquirer has agreed to indemnify that reporting bureau for any damage arising from misuse of this information, and this report is furnished in reliance upon that indemnity. It must be held in strict confidence and complies with the provisions of Public Law 91-508, the Fair Credit Reporting Act. Reporting bureau certifies that all Residential Mortgage Credit Reports meet the standards prescribed by FNMA, FHMC, FHA, VA and the Farmers Home Administration.

SEND TO: CALIFORNIA HOME LOANS
CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
FILED 02/07/25

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

SCORE MODELS

CO-APPLICANT

618 EQUIFAX/FICO CLASSIC V5 FACTA

RANGE: 334-818

COURTNEY A CHAVEZ

00040 DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00020 LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
00013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
00018 NUMBER OF ACCOUNTS WITH DELINQUENCY

607 TRANSUNION/FICO CLASSIC (04)

RANGE: 309-839

COURTNEY A CHAVEZ

040 DEROGATORY PUBLIC RECORD OR COLLECTION FILED
020 LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
018 NUMBER OF ACCOUNTS WITH DELINQUENCY

660 EXPERIAN/FAIR, ISAAC (VER. 2)

RANGE: 300-850

COURTNEY A CHAVEZ

40 DEROGATORY PUBLIC RECORD OR COLLECTION FILED
20 TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
18 NUMBER OF ACCOUNTS WITH DELINQUENCY
14 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

[Request New
Tradeline](#)

REAL ESTATE ACCOUNTS

[Display Trended
Data](#)

001											
ECOA / WHOSE J / J	US BANK HOME MORTGAGE	ACCT TYPE	REPORTED	HI CREDIT	PAYMENT	30	60	90+	M1		
		MTG	06/20	\$177721	\$0	0	0	0			
SOURCE XP/TU/EF	5159902837067	TERM	OPENED	BALANCE	PAST DUE				MO REV	LAST LATE	DLA
		360	09/14	\$160117	\$0				66	--/--	05/20
ACCOUNT IN FORBEARANCE; PAYMENT DEFERRED; FHA REAL ESTATE LOAN; COLLATERAL: DEFERRED TO 08012020											

002											
ECOA / WHOSE J / J	WJ BRADLEY 9124091415	ACCT TYPE MTG	REPORTED 10/14	HI CREDIT \$177721	PAYMENT \$0	30 -	60 -	90+ -	M1		
SOURCE TU/EF		TERM 360	OPENED 09/14	BALANCE \$0	PAST DUE \$0				MO REV 00	LAST LATE --/--	DLA 10/14
PURCHASED BY ANOTHER LENDER; FHA REAL ESTATE MORTGAGE											

NON-DEROGATORY ACCOUNTS

001												
ECOA / WHOSE B / B		DEPT OF EDUCATION/NELN	ACCT TYPE	REPORTED	HI CREDIT	PAYMENT	30	60	90+	I1		
			EDU	06/20	\$7000	\$0	0	0	0			
SOURCE XP/TU/EF		900000407249845	TERM	OPENED	BALANCE	PAST DUE				MO REV	LAST LATE	DLA
			120	08/13	\$8817	\$0				83	--/--	06/20

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;
M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

XACTUS: 31550 WINTERPLACE PKWY, SALISBURY, MD 21804 (P) (800) 258-3488 (F) (800) 258-3287

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SEND TO: CALIFORNIA HOME LOANS
CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Document 36-2 Filed 02/07/25

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

NON-DEROGATORY ACCOUNTS

002											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000464155345	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$5500	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 09/14	BALANCE \$6591	PAST DUE \$0				MO REV 70	LAST LATE --/--	DLA 06/20
003											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000407249745	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$5500	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 08/13	BALANCE \$6529	PAST DUE \$0				MO REV 83	LAST LATE --/--	DLA 06/20
004											
ECOA / WHOSE B / B	WF CRD SVC 446542*****	ACCT TYPE REV	REPORTED 06/20	HI CREDIT \$7000	PAYMENT \$225	30 0	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM MIN	OPENED 02/12	BALANCE \$6504	PAST DUE \$0				MO REV 99	LAST LATE --/--	DLA 06/20
	FLEXIBLE SPENDING CREDIT CARD										
005											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000312518949	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$5500	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 08/12	BALANCE \$6405	PAST DUE \$0				MO REV 95	LAST LATE --/--	DLA 06/20
006											
ECOA / WHOSE J / J	FORD MOTOR CREDIT COMP 56636067	ACCT TYPE AUTO	REPORTED 06/20	HI CREDIT \$9793	PAYMENT \$293	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 036	OPENED 07/18	BALANCE \$3524	PAST DUE \$0				MO REV 24	LAST LATE --/--	DLA 06/20
	AUTO LEASE										
007											
ECOA / WHOSE C / C	WF CRD SVC 446540*****	ACCT TYPE REV	REPORTED 06/20	HI CREDIT \$10500	PAYMENT \$75	30 0	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM MIN	OPENED 11/09	BALANCE \$3054	PAST DUE \$0				MO REV 99	LAST LATE --/--	DLA 06/20
	FLEXIBLE SPENDING CREDIT CARD										
008											
ECOA / WHOSE B / B	DEPT OF EDUCATION/NELN 900000464155445	ACCT TYPE EDU	REPORTED 06/20	HI CREDIT \$2000	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE XP/TU/EF		TERM 120	OPENED 09/14	BALANCE \$2513	PAST DUE \$0				MO REV 70	LAST LATE --/--	DLA 06/20
009											
ECOA / WHOSE B / B	JPMCB CARD 414740*****	ACCT TYPE REV	REPORTED 06/20	HI CREDIT \$500	PAYMENT \$49	30 0	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM MIN	OPENED 12/16	BALANCE \$467	PAST DUE \$0				MO REV 42	LAST LATE --/--	DLA 06/20
	FLEXIBLE SPENDING CREDIT CARD										
010											
ECOA / WHOSE J / J	BALBOA T&L 500511506	ACCT TYPE AUTO	REPORTED 01/17	HI CREDIT \$19700	PAYMENT \$0	30 0	60 0	90+ 0	I1		

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SEND TO: CALIFORNIA HOME LOANS
CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Case 1:23-cv-01205-SKO Document 36-2 Filed 02/07/25 Page 163 of 256

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

NON-DEROGATORY ACCOUNTS

SOURCE	TERM	OPENED	BALANCE	PAST DUE				MO REV	LAST LATE	DLA
XP/TU/EF	72	12/13	\$0	\$0				37	--/--	11/16
011										
ECOA / WHOSE B / B	ACCT TYPE REV	REPORTED 03/19	HI CREDIT \$800	PAYMENT \$0	30 0	60 0	90+ 0	INACTIVE		
SOURCE BBY/CBNA 700119*****2893 XP/TU/EF	TERM -	OPENED 09/12	BALANCE \$0	PAST DUE \$0				MO REV 64	LAST LATE --/--	DLA 12/13
INACTIVE ACCOUNT										
012										
ECOA / WHOSE C / C	ACCT TYPE AUTO	REPORTED 10/12	HI CREDIT \$12000	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE CALPAC FCU 1755800000001 EF	TERM 60	OPENED 12/09	BALANCE \$0	PAST DUE \$0				MO REV 34	LAST LATE --/--	DLA 09/12
ACCOUNT TRANSFERRED OR SOLD										
013										
ECOA / WHOSE C / C	ACCT TYPE REV	REPORTED 11/18	HI CREDIT \$350	PAYMENT \$0	30 0	60 0	90+ 0	R1		
SOURCE COMENITYBANK/NY& CO 61892 XP/TU/EF	TERM -	OPENED 01/12	BALANCE \$0	PAST DUE \$0				MO REV 82	LAST LATE --/--	DLA 08/12
ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST										
014										
ECOA / WHOSE C / C	ACCT TYPE REV	REPORTED 06/15	HI CREDIT \$5700	PAYMENT \$0	30 0	60 0	90+ 0	R1		
SOURCE MOR FURNITUR 577442*****9898 XP/TU/EF	TERM -	OPENED 05/13	BALANCE \$0	PAST DUE \$0				MO REV 25	LAST LATE --/--	DLA 08/13
ACCOUNT CLOSED BY CREDIT GRANTOR										
015										
ECOA / WHOSE C / C	ACCT TYPE REV	REPORTED 04/15	HI CREDIT \$4000	PAYMENT \$0	30 0	60 0	90+ 0	R1		
SOURCE PRFRD CUS AC 577442*****8555 XP/TU/EF	TERM -	OPENED 09/11	BALANCE \$0	PAST DUE \$0				MO REV 43	LAST LATE --/--	DLA 05/13
ACCOUNT CLOSED BY CREDIT GRANTOR										
016										
ECOA / WHOSE C / C	ACCT TYPE REV	REPORTED 10/16	HI CREDIT \$4000	PAYMENT \$0	30 0	60 0	90+ 0	INACTIVE		
SOURCE SYNCB/HDNAHF 603461*****9145 XP/TU/EF	TERM -	OPENED 04/11	BALANCE \$0	PAST DUE \$0				MO REV 65	LAST LATE --/--	DLA 02/12
INACTIVE ACCOUNT										
017										
ECOA / WHOSE C / C	ACCT TYPE AUTO	REPORTED 01/14	HI CREDIT \$12000	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE UNIFY FCU FKA WESTRN F 45038660001 XP/TU/EF	TERM 060	OPENED 12/09	BALANCE \$0	PAST DUE \$0				MO REV 14	LAST LATE --/--	DLA 12/13
018										
ECOA / WHOSE C / C	ACCT TYPE INST	REPORTED 12/19	HI CREDIT \$6500	PAYMENT \$0	30 0	60 0	90+ 0	I1		
SOURCE WF PLL 66266287845820001 XP/TU/EF	TERM 048	OPENED 12/16	BALANCE \$0	PAST DUE \$0				MO REV 36	LAST LATE --/--	DLA 11/19
NOTE LOAN										

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CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Case 1:23-cv-01205-SKO Document 36-2 Filed 02/07/25 Page 164 of 256

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

DEROGATORY ACCOUNTS

001											
ECOA / WHOSE C / C	RASH CURTIS & ASSOCIAT 222186*****5259	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$607	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 12/19	BALANCE \$640	PAST DUE \$640				MO REV 6	LAST LATE --/--	DLA --/--
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA; MEDICAL											
002											
ECOA / WHOSE C / C	RASH CURTIS & ASSOCIAT 804166*****3843	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$508	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 07/19	BALANCE \$557	PAST DUE \$557				MO REV 11	LAST LATE --/--	DLA --/--
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA; MEDICAL											
003											
ECOA / WHOSE C / C	RASH CURTIS & ASSOCIAT 116196*****7997	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$264	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU		TERM 001	OPENED 05/20	BALANCE \$268	PAST DUE \$268				MO REV 1	LAST LATE --/--	DLA --/--
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA											
004											
ECOA / WHOSE C / C	CMRE. 877-572-7555 T710SR*****34958827	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$147	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU		TERM 001	OPENED 10/15	BALANCE \$218	PAST DUE \$218				MO REV 55	LAST LATE --/--	DLA --/--
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA											
005											
ECOA / WHOSE B / B	GRANT MERCANTILE AGE 111950*	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$157	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 01/18	BALANCE \$206	PAST DUE \$206				MO REV 13	LAST LATE --/--	DLA 05/17
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA; MEDICAL											
006											
ECOA / WHOSE C / C	RASH CURTIS & ASSOCIAT 909186*****4444	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$153	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 03/20	BALANCE \$158	PAST DUE \$158				MO REV 3	LAST LATE --/--	DLA --/--
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA; MEDICAL											
007											
ECOA / WHOSE C / C	CMRE. 877-572-7555 T710SR*****34958826	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$62	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU		TERM 001	OPENED 10/15	BALANCE \$92	PAST DUE \$92				MO REV 55	LAST LATE --/--	DLA --/--
ORIGINAL CREDITOR: MEDICAL PAYMENT DATA											
008											
ECOA / WHOSE B / B	WAYPOINT RESOURCE GROU 403682*	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$66	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 11/18	BALANCE \$66	PAST DUE \$66				MO REV 18	LAST LATE --/--	DLA 11/16

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CUST. # 10049682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Document 36-2 Filed 02/07/25

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

DEROGATORY ACCOUNTS

ORIGINAL CREDITOR: COMCAST COMMUNICATIONS LLC

009											
ECOA / WHOSE C / C	RASH CURTIS & ASSOCIAT 429156*****9904	ACCT TYPE COLL	REPORTED 06/20	HI CREDIT \$54	PAYMENT -	30 0	60 0	90+ 0	O9		
SOURCE XP/TU/EF		TERM 001	OPENED 06/19	BALANCE \$60	PAST DUE \$60				MO REV 12	LAST LATE --/--	DLA --/--

ORIGINAL CREDITOR: MEDICAL PAYMENT DATA; MEDICAL

010											
ECOA / WHOSE C / C	CB/TORRID 585637*****	ACCT TYPE REV	REPORTED 05/20	HI CREDIT \$230	PAYMENT \$0	30 1	60 1	90+ 0	R1		
SOURCE XP/TU/EF		TERM -	OPENED 02/17	BALANCE \$0	PAST DUE \$0	11/17	12/17		MO REV 39	LAST LATE 12/17	DLA 04/18

ACCOUNT CLOSED BY CREDIT GRANTOR

011											
ECOA / WHOSE C / C	CREDIT FIRST N A 631764***	ACCT TYPE REV	REPORTED 06/20	HI CREDIT \$1200	PAYMENT \$0	30 3	60 1	90+ 0	R1		
SOURCE XP/TU/EF		TERM -	OPENED 11/10	BALANCE \$0	PAST DUE \$0	4/19 1/17 10/15	11/15		MO REV 99	LAST LATE 04/19	DLA 11/19

012											
ECOA / WHOSE B / B	GOLDEN 1 104532***	ACCT TYPE REV	REPORTED 11/17	HI CREDIT \$500	PAYMENT \$0	30 2	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM -	OPENED 12/09	BALANCE \$0	PAST DUE \$0	8/16 (See status) 3/16			MO REV 95	LAST LATE 08/16	DLA 05/16

ACCOUNT TRANSFERRED OR SOLD; FIXED RATE

013											
ECOA / WHOSE C / C	KOHL'S/CAPONE 639305*****2466	ACCT TYPE REV	REPORTED 02/19	HI CREDIT \$600	PAYMENT \$0	30 1	60 0	90+ 0	R1		
SOURCE XP/TU/EF		TERM -	OPENED 10/11	BALANCE \$0	PAST DUE \$0	12/16			MO REV 88	LAST LATE 12/16	DLA 12/16

CLOSED DUE TO INACTIVITY

014											
ECOA / WHOSE B / B	THE GOLDEN 1 CREDIT UN 420778*****9866	ACCT TYPE REV	REPORTED 10/18	HI CREDIT \$500	PAYMENT \$0	30 5	60 3	90+ 6	R1		
SOURCE XP/TU/EF		TERM -	OPENED 07/16	BALANCE \$0	PAST DUE \$0	9/18 (See status) 5/18 8/17 4/17 12/16	6/18 9/17 5/17	2/18 1/18 12/17 11/17 10/17 6/17	MO REV 27	LAST LATE 09/18	DLA 10/18

ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST

OTHER CREDIT HISTORY

*** NONE ***

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REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Document 36-2 Filed 02/07/25

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95
Page 166 of 256

INQUIRIES (LAST 120 DAYS)

*** NONE ***

PUBLIC RECORDS

*** NONE ***

TRADE SUMMARY

The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to XACTUS FORMERLY CREDIT PLUS customer service.

TYPE	COUNT	BALANCE	HIGH CREDIT	PAYMENTS	PAST DUE
MORTGAGE	2	\$160117	\$177721	\$0	\$0
AUTO	4	\$3524	\$9793	\$293	\$0
EDUCATION	5	\$30855	\$25500	\$0	\$0
OTHER INSTALLMENT	1	\$0	\$0	\$0	\$0
OPEN	0	\$0	\$0	\$0	\$0
REVOLVING	13	\$10025	\$24000	\$349	\$0
OTHER	9	\$2265	\$2018	\$0	\$2265
TOTAL	34	\$206786	\$239032	\$642	\$2265

SECURED DEBT	\$163641	OLDEST TRADELINE	11/09
UNSECURED DEBT	\$43145	REVOLVING CREDIT UTILIZATION	42%
		TOTAL DEBT/HIGH CREDIT	87%

DEROGATORY SUMMARY

CHARGE OFFS:	0	30 DAYS:	5	INQUIRIES:	0
COLLECTIONS:	9	60 DAYS:	3	MOST RECENT LATE:	undetermined
BANKRUPTCY:	0	90 DAYS:	1	DISPUTES:	0
PUBLIC RECORDS:	0	OTHER:	0		

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REQUESTED BY: SUSAN CAMPISE
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FILED 02/07/25

FILE #: 55214156
REF: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

EXPERIAN FRAUD SHIELD

APPLICANT

1 - *** FRAUD SHIELD ***

CHAVEZ, CARTER D
* FROM 04/01/20 INQ COUNT FOR SSN - 0
* FROM 04/01/20 INQ COUNT FOR ADDRESS - 0
* INPUT SSN ISSUED [REDACTED]

CO-APPLICANT

2 - *** FRAUD SHIELD ***

CHAVEZ, COURTNEY A
* FROM 04/01/20 INQ COUNT FOR SSN - 0
* FROM 04/01/20 INQ COUNT FOR ADDRESS - 0
* INPUT SSN ISSUED [REDACTED]

ALERT

APPLICANT

1 - OFAC: CLEAR

CARTER D CHAVEZ YOB: [REDACTED]
EXPERIAN OFAC NAME MATCHING SERVICE: NO MATCH FOUND UNLESS OTHERWISE INDICATED

CO-APPLICANT

2 - OFAC: CLEAR

COURTNEY A CHAVEZ YOB: [REDACTED]
[REDACTED] SERVICE: NO MATCH FOUND UNLESS OTHERWISE INDICATED

MISCELLANEOUS INFORMATION

- Instant View Password: [REDACTED]
- To verify the authenticity of this credit report, please visit <https://credit.creditplus.com> and click on the Instant View link. Enter Identifier # 55214156 and password [REDACTED] to view the report. For any inquiries regarding this report or services provided by XACTUS please contact us at (800) 258-3488.

SOURCE OF INFORMATION

1 EXPERIAN - PULLED ON: 07/03/20

Name	SSN	DOB
CARTER D CHAVEZ	[REDACTED]	[REDACTED]
N/A	[REDACTED]	N/A
N/A	[REDACTED]	N/A
N/A	[REDACTED]	N/A

Address	Time Frame
[REDACTED]	10/14 - 07/18
[REDACTED]	08/13 - 10/14
[REDACTED]	03/12 - 09/12

Employer	Address	Occupation	Reported
[REDACTED]	-	-	10/09

2 EXPERIAN - PULLED ON: 07/03/20

Name	SSN	DOB
COURTNEY A CHAVEZ	[REDACTED]	N/A
COURTNEY A COVARRUBIAS	[REDACTED]	N/A
N/A	[REDACTED]	N/A

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REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
FILED 02/07/25

FILE #: 55214156
REF: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

SOURCE OF INFORMATION

Address	Time Frame
[REDACTED]	11/14 - 11/18
[REDACTED]	06/13 - 01/14
[REDACTED]	10/11 - 07/13

Employer	Address	Occupation	Reported
[REDACTED]	-	-	06/13
[REDACTED]	2175 N CALIFORNIA BLVD, WALNUT CREEK CA	-	12/09

3 TRANSUNION - PULLED ON: 07/03/20 - INFILE DATE: 08/31/09

Name	SSN	DOB
[REDACTED]	-	N/A
N/A	-	[REDACTED]
N/A	[REDACTED]	N/A

Address	Time Frame
[REDACTED]	10/14*
[REDACTED]	08/13
[REDACTED]	03/12

Employer	Address	Occupation	Reported
[REDACTED]	-	LIFE GAURD	-/--

4 TRANSUNION - PULLED ON: 07/03/20 - INFILE DATE: 11/13/09

Name	SSN	DOB
COURTNEY A CHAVEZ	-	N/A
COVARRUBIAS,COURTNEY,A	-	N/A
COVARRUBIAS,COURTNEY	-	N/A
N/A	-	[REDACTED]
N/A	[REDACTED]	N/A

Address	Time Frame
[REDACTED]	10/14*
[REDACTED]	06/13
[REDACTED]	06/11

Employer	Address	Occupation	Reported
[REDACTED]	-	-	-/--

5 EQUIFAX - PULLED ON: 07/03/20 - INFILE DATE: 08/31/09

Name	SSN	DOB
CARTER D CHAVEZ	-	[REDACTED]
N/A	[REDACTED]	N/A

Address	Time Frame
[REDACTED]	12/14 - 06/20*

EOCA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;
M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

XACTUS: 31550 WINTERPLACE PKWY, SALISBURY, MD 21804 (P) (800) 258-3488 (F) (800) 258-3287

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SEND TO: CALIFORNIA HOME LOANS
CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
FILED 02/07/25

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

SOURCE OF INFORMATION

	08/13 - 08/15
	03/12 - 04/15

6 EQUIFAX - PULLED ON: 07/03/20 - INFILE DATE: 11/18/09

Name	SSN	DOB
COURTNEY A CHAVEZ	-	
COURTNEY COVARRUBIAS	-	N/A
N/A		N/A

Address	Time Frame
	01/15 - 06/20*
	02/17 - 04/18
	06/13 - 12/16

CREDITORS

SUBSCRIBER NAME	ADDRESS	PHONE
BALBOA T&L	ACCOUNTS PAYABLE P O BOX 1147, CHULA VISTA, CA 91912	619 397 7700
BALBOA THRIFT & LOAN	865 AMENA CT, CHULA VISTA, CA 91910	619-397-7700
BBY/CBNA	50 NORTHWEST POINT ROAD, ELK GROVE VILLAGE, IL 60007	888-574-1301
CALPAC FCU	66 AVON WAY, MARTINEZ, CA 94553	925-677-0850
CB/TORRID	PO BOX 182789, COLUMBUS, OH 43218	800-853-2921
CBD	530 RIVERSIDE DR, SALISBURY MD 21801	(410) 742-9551
CHASE	201 N WALNUT ST, WILMINGTON, DE 19801	800-955-9900
CMRE FINANCE	3350 E. BIRCH ST. SUITE 200, BREA, CA 92821	714-528-3200
CMRE FINANCIAL SVCS IN	3350 E BIRCH ST STE 200, BREA, CA 92821	714-528-3200
COMENITY BANK/TORRID	PO BOX 182685, COLUMBUS, OH 43218	800-853-2921
CRDT FIRST	POB 81315, CLEVELAND, OH 44181	216-362-5000
CREDIT FIRST N A	6275 EASTLAND RD, BROOK PARK, OH 44142	800-321-3950
DEPT OF EDUCATION/NELN	121 S 13TH ST, LINCOLN, NE 68508	888-486-4722
DEPTEDNELNET	-	888-486-4722
FMCC see notes	-	800-727-7000
FORD MOTOR CREDIT NATL RECOVERY	-	800-732-2264
GOLDEN 1	1108 O STREET, SACRAMENTO, CA 95814	916-732-2900
GOLDEN 1 CREDIT UNION	6507 4TH AVE, SACRAMENTO, CA 95817	916-732-2900
GOLDEN 1 CU	6507 4TH AVENUE, SACRAMENTO CA 95817	877-465-3361
GRANT MERCAN	49430 ROAD 426, OAKHURST, CA 93644	559-683-4651
GRANT MERCANTILE AGE	49099 ROAD 426, OAKHURST, CA 93644	559-683-4651

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SEND TO: CALIFORNIA HOME LOANS
CUST. # 10043682
6715 N PALM AVE STE 216, FRESNO, CA 93704

REQUESTED BY: SUSAN CAMPISE
DATE: 7/3/2020
Case 1:23-cv-01205-SKO Document 36-2 Filed 02/07/25 Page 170 of 256

FILE #: 55214156
REF ID: F26200703003
REPOSITORIES: XP/TU/EF
PRICE: \$37.95

CREDITORS

SUBSCRIBER NAME	ADDRESS	PHONE
KOHL'S/CAP1	-	800-564-5740
KOHL'S/CAPONE	-	800-564-5740
MOR FURNITUR	CSCL DISPUTE TEAM N8235-04M PO BOX 14517, DES MOINES, IA 50306	800-231-5089
NYCO	PO BOX 182122, COLUMBUS OH 43218	800-889-0494
RASH/CURTIS & ASSOCIAT	2280 DIAMOND BLVD STE 52, CONCORD, CA 94520	925-356-2253
SYNCB/HDNAHF	C/O PO BOX 965036, ORLANDO, FL 32896	866-396-8254
SYNCB/HOME DESIGN NAHF	950 FORRER BLVD, KETTERING, OH 45420	937-534-6950
US BANK HOME MORTGAGE	-	800-365-7772
US BK HM MTG	777 E WISCONSIN, MILWAUKEE WI 53202	800-365-7772
USBANKHM	4801 FREDERICKA ATTN: CUSTOMER SERVICE, OWENSBORO, KY 42301	800-365-7772
WAYPOINT RESOURCE GROU	301 SUNDANCE PKWY, ROUND ROCK, TX 78681	512-219-5700
WELLS FARGO	P.O. BOX 94435, ALBUQUERQUE, NM 87199	800-869-3557
WELLS FARGO BANK	PO BOX 5445, PORTLAND OR 97228	800-642-4720
WELLS FARGO BANK N.A	WELLS FARGO DISPUTE CTR/CONS C PO BOX 10438, DES MOINES, IA 50306	800-245-8936
WELLS FARGO BANK NV NA	7000 VISTA DR, WEST DES MOINES, IA 50266	888-667-6059
WESTERN FC	9323 BELLANCA AVENUE, LOS ANGELES, CA 90009	877-254-9328
WESTERN FCU	9323 BELLANCA, LOS ANGELES, CA 90045	310-646-4384
WESTERN FED CREDIT UNI	9323 BELLANCA AVE, LOS ANGELES, CA 90045	877-254-9328
WFB CD SVC	P.O. BOX 3696, PORTLAND, OR 97208	800-642-4720
WFFNB/MOR FURN FOR LES	PO BOX 94498, LAS VEGAS, NV 89193	800-635-5585
WFNNB/NEW YORK & COMPA	220 W SCHROCK RD, WESTERVILLE OH 43081	614-729-5010
WJ BRADLEY	1235 NORTH DUTTON SUITE E, SANTA ROSA, CA 95401	800-696-8199
WJ BRADLEY MTG CAPITAL LLC	1235 N DUTTON AVE SUITE E, SANTA ROSA, CAL 95401	866-210-7340

DISCLAIMER

- An asterisk (*) following the payment amount indicates the repositories have no payment data and that the amount was automatically calculated as a percentage of the account balance.

- This is a report containing information supplied by the repositories listed above. The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to the creditor reporting the item, or to the appropriate repository service center(s) listed below.

-

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DISCLAIMER

EXPERIAN
PO BOX 2002
ALLEN, TX 75013
888-397-3742
www.experian.com/reportaccess

TRANSUNION
PO BOX 2000
CHESTER, PA 19016
800-916-8800
transunion.com/myoptions

EQUIFAX
PO BOX 740241
ATLANTA, GA 30374
800-685-1111
www.equifax.com/fcra

TREND SUMMARY

PAYMENT BEHAVIOR:

INACTIVE

PAYMENT RATIO:

N/A

REVOLVING ACCOUNTS

	1 MO. AGO	2 MO. AGO	3 MO. AGO	6 MO. AGO	12 MO. AGO	24 MO. AGO
# OPEN ACCOUNTS	4	4	4	5	5	7
# ACTIVE ACCOUNTS	0	3	3	3	4	5
CREDIT LIMIT	0	19200	19200	14930	14930	14530
PREV BALANCE	0	8086	5598	5092	14147	0
BALANCE	0	8866	8086	6882	14115	13101
SCHEDULED PAYMENT	0	278	299	261	414	420
ACTUAL PAYMENT	0	1241	808	1232	399	711

NON-REVOLVING ACCOUNTS

	1 MO. AGO	2 MO. AGO	3 MO. AGO	6 MO. AGO	12 MO. AGO	24 MO. AGO
BALANCE	0	196751	197621	198772	203424	210568
PAYMENT	0	3091	293	3080	1886	1930

*** END OF REPORT 10/1/2024 11:46:26 AM ***

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ID Plus

Borrower: CARTER D CHAVEZ
Coborrower: COURTNEY A CHAVEZ
Address: [REDACTED]
City, State, ZIP: [REDACTED]

Social Security Number: [REDACTED]
Social Security Number: [REDACTED]
Telephone Number: Not Provided

Summary

- | | |
|--------------------------------------|----------------------------|
| ✓ No Fraud Alert on File | ✓ No SSN Alert on File |
| ✓ No Active Duty Alert on File | ✓ No Address Alert on File |
| ✓ No Notice of Credit Freeze on File | ✓ No Other Alert on File |

Social Security Number Alerts

SSN Check: PASSED

- ✓ Verified SSN with external information sources
- ✓ Verified SSN is consistent with Personal identifying information

Address Alerts

Address Check: PASSED

- ✓ Verified Address with external information sources
- ✓ Verified Address against known fraudulent activity
- ✓ Verified Address against commonly associated fraudulent activity indicators

Other Alerts

Additional Alerts Check: No Additional Alerts Found

Disclaimer: The above identified risk messages, alerts, and data are aggregated from creditors, data repositories, and other public sources including Experian Fraud Shield. Social Security Number verified against multiple databases including Experian File One and the Social Security Administration DeathMaster and Issuance database. Reporting bureau makes no representation or warranty as to the accuracy or completeness of this information. In accordance with the Fair and Accurate Credit Transactions Act of 2003, the information in this addendum must not be used to determine the credit worthiness nor solely relied upon to establish the identity of a consumer. This product is intended for the specific commercial use of the customer and may not be appropriate for direct consumer disclosure.

RETURN SERVICE REQUESTED

CARTER D CHAVEZ
[REDACTED]

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	643 Source: TRANS UNION Model: TRANSUNION/FICO CLASSIC (04) Date: 07/03/20
Understanding Your Credit Score	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 309 to a high of 839. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Your credit score ranks higher than 26 percent of U.S. consumers.
Key factors that adversely affected your credit score	<ul style="list-style-type: none">• SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED• TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN• PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS• LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report: <i>By telephone:</i> Call toll-free: 1-877-322-8228 <i>On the web:</i> Visit www.annualcreditreport.com <i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

RETURN SERVICE REQUESTED

COURTNEY A CHAVEZ
[REDACTED]

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	618 Source: EQUIFAX Model: EQUIFAX/FICO CLASSIC V5 FACTA Date: 07/03/20
Understanding Your Credit Score	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 334 to a high of 818. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Your credit score ranks higher than 21 percent of U.S. consumers.
Key factors that adversely affected your credit score	<ul style="list-style-type: none">• DEROGATORY PUBLIC RECORD OR COLLECTION FILED• LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT• TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN• NUMBER OF ACCOUNTS WITH DELINQUENCY
Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report: <i>By telephone:</i> Call toll-free: 1-877-322-8228 <i>On the web:</i> Visit www.annualcreditreport.com <i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

**NOTICE TO THE HOME LOAN APPLICANT
CREDIT SCORE INFORMATION DISCLOSURE**

CHAVEZ, CARTER D & CHAVEZ, COURTNEY A
[REDACTED]

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

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If you have questions regarding the terms of the loan, contact the lender.

Your credit scores were provided by the following credit reporting agencies:

EXPERIAN	TRANSUNION	EQUIFAX
PO BOX 2002	PO BOX 2000	PO BOX 740241
ALLEN, TX 75013	CHESTER, PA 19016	ATLANTA, GA 30374
888-397-3742	800-916-8800	800-685-1111
www.experian.com/reportaccess	transunion.com/myoptions	www.equifax.com/fcra

The following information about your credit scores was created on 7/3/2020.

SCORE MODELS

648 EQUIFAX/FICO CLASSIC V5 FACTA

RANGE: 334-818

CARTER D CHAVEZ - [REDACTED]

00038	SERIOUS DELINQUENCY, AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00010	PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
00013	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
00014	LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

643 TRANSUNION/FICO CLASSIC (04)

RANGE: 309-839

CARTER D CHAVEZ - [REDACTED]

038	SERIOUS DELINQUENCY, AND PUBLIC RECORD OR COLLECTION FILED
013	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
010	PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
020	LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT

634 EXPERIAN/FAIR, ISAAC (VER. 2)**RANGE:** 300-850

CARTER D CHAVEZ - [REDACTED]

38	SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
10	PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
18	NUMBER OF ACCOUNTS WITH DELINQUENCY
14	LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

618 EQUIFAX/FICO CLASSIC V5 FACTA**RANGE:** 334-818

COURTNEY A CHAVEZ - [REDACTED]

00040	DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00020	LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
00013	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
00018	NUMBER OF ACCOUNTS WITH DELINQUENCY

607 TRANSUNION/FICO CLASSIC (04)**RANGE:** 309-839

COURTNEY A CHAVEZ - [REDACTED]

040	DEROGATORY PUBLIC RECORD OR COLLECTION FILED
020	LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
013	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
018	NUMBER OF ACCOUNTS WITH DELINQUENCY

660 EXPERIAN/FAIR, ISAAC (VER. 2)**RANGE:** 300-850

COURTNEY A CHAVEZ - [REDACTED]

40	DEROGATORY PUBLIC RECORD OR COLLECTION FILED
20	TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
18	NUMBER OF ACCOUNTS WITH DELINQUENCY
14	LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

Borrower Signature _____ Date _____

Co-Borrower Signature _____ Date _____

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EXHIBIT O

DECLARATION OF MATTHEW R. SNYDER

Uniform Residential Loan Application

Verify and complete the information on this application. If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

Section 1: Borrower Information. This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

1a. Personal Information

Name (First, Middle, Last, Suffix)

Courtney Chavez

Alternate Names - List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix)

Social Security Number _____

(or Individual Taxpayer Identification Number)

Date of Birth

(mm/dd/yyyy)

Citizenship

☒ U.S. Citizen

☐ Permanent Resident Alien

☐ Non-Permanent Resident Alien

Type of Credit

☐ I am applying for **individual credit**.

☒ I am applying for **joint credit**. Total Number of Borrowers: 2

Each Borrower intends to apply for joint credit **Your initials:** _____

List Name(s) of Other Borrower(s) Applying for this Loan

(First, Middle, Last, Suffix)

Carter Chavez

Marital Status

☒ Married

☐ Separated

☐ Unmarried*

* Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship

Dependents (not listed by another Borrower) ☒

Number _____

Ages _____

Contact Information

Home Phone (559) 355-7183

Cell Phone _____

Work Phone _____

Ext. _____

Email metamorphosis.eventplanning@gmail.com

Current Address

Street _____ Unit # _____

City Fresno State CA Zip _____ Country US

How Long at Current Address? 4 Years 4 Months **Housing** ☐ No primary housing expense ☐ Own ☒ Rent (\$2,500.00 /month)

If at Current Address for LESS than 2 years, list Former Address

☐ Does not apply

Street _____ Unit # _____

City Fresno State CA Zip _____ Country US

How Long at Former Address? 7 Years _____ Months **Housing** ☐ No primary housing expense ☒ Own ☐ Rent (\$ _____ /month)

Mailing Address - if different from Current Address

☒ Does not apply

Street _____ Unit # _____

City _____ State _____ Zip _____ Country _____

1b. Current Employment/Self Employment and Income

☒ Does not apply

1c. IF APPLICABLE, Complete Information for Additional Employment/Self Employment and Income

☒ Does not apply

1d. IF APPLICABLE, Complete Information for Previous Employment/Self Employment and Income

☒ Does not apply

Borrower Name: Courtney Chavez, Carter Chavez

Uniform Residential Loan Application
Freddie Mac Form 65 Fannie Mae Form
1003
Effective Date 01/2021

Page 1 of 11

DocMagic eForms

v08.24.2017



Include income from other sources below. Under Income Source, choose from the sources listed here:

* Alimony	* Child Support	* Interest and Dividends	* Notes Receivable	* Royalty Payments	* Unemployment Benefits
* Automobile Allowance	* Disability	* Mortgage Credit Certificate	* Public Assistance	* Separate Maintenance	* VA Compensation
* Boarder Income	* Foster Care	* Mortgage Differential	* Retirement	* Social Security	* Other
* Capital Gains	* Housing or Parsonage	Payments	(e.g. Pension IRA)	* Trust	

NOTE: Reveal alimony, child support, separate maintenance, or other income ONLY IF you want it considered in determining your qualification for this loan.

Uniform Residential Loan Application - Additional Borrower

Verify and complete the information on this application as directed by your Lender.

1a. Personal Information

Name (First, Middle, Last, Suffix)

Carter Chavez

Alternate Names - List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix)

Social Security Number

(or Individual Taxpayer Identification Number)

Date of Birth

(mm/dd/yyyy)

Citizenship

☒ U.S. Citizen

☐ Permanent Resident Alien

☐ Non-Permanent Resident Alien

Type of Credit

☐ I am applying for individual credit.

☒ I am applying for joint credit. Total Number of Borrowers: 2

Each Borrower intends to apply for joint credit. Your initials: _____

List Name(s) of Other Borrower(s) Applying for this Loan

(First, Middle, Last, Suffix)

Courtney Chavez

Marital Status

☒ Married

☐ Separated

☐ Unmarried*

* Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship

Dependents (not listed by another Borrower) CC

Number _____

Ages _____

Contact Information

Home Phone (559) 355-6610

Cell Phone _____

Work Phone _____

Ext. _____

Email cchavez1811@yahoo.com

Current Address

Street _____ Unit # _____

City Fresno State CA Zip _____ Country US

How Long at Current Address? _____ Years 4 Months Housing ☐ No primary housing expense ☐ Own ☒ Rent (\$2,500.00 /month)

If at Current Address for LESS than 2 years, list Former Address

☐ Does not apply

Street _____ Unit # _____

City Fresno State CA Zip _____ Country US

How Long at Former Address? 7 Years _____ Months Housing ☐ No primary housing expense ☒ Own ☐ Rent (\$ _____ /month)

Mailing Address - if different from Current Address

☒ Does not apply

Street _____ Unit # _____

City _____ State _____ Zip _____ Country _____

Borrower Name: Courtney Chavez, Carter Chavez

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1b. Current Employment/Self Employment and Income

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Employer or Business Name Fresno Unified School District Phone (559) 457-3000Street 2309 Tulare Unit # _____City Fresno State CA Zip 93721 Country USPosition or Title TeacherStart Date 08/01/2015 (mm/dd/yyyy)How long in this line of work? 7 Years _____ Months**Check if this statement applies:**☐ I am employed by a family member, property seller, real estate agent, or other party to the transaction.☐ Check if you are the Business Owner or Self-Employed ☐ I have an ownership share of less than 25%. **Monthly Income (or Loss)**
☐ I have an ownership share of 25% or more \$ _____

Does not apply

Gross Monthly IncomeBase \$ 10,119.85 /month

Overtime \$ _____ /month

Bonus \$ _____ /month

Commissions \$ _____ /month

Military

Entitlements \$ _____ /month

Other \$ _____ /month

TOTAL \$ 10,119.85 /month**1c. IF APPLICABLE, Complete Information for Additional Employment/Self Employment and Income**☒ Does not apply**1d. IF APPLICABLE, Complete Information for Previous Employment/Self Employment and Income**☒ Does not apply**1e. Income from Other Sources**☒ Does not apply**Include income from other sources below. Under Income Source, choose from the sources listed here:**

* Alimony	* Child Support	* Interest and Dividends	* Notes Receivable	* Royalty Payments	* Unemployment Benefits
* Automobile Allowance	* Disability	* Mortgage Credit Certificate	* Public Assistance	* Separate Maintenance	* VA Compensation
* Boarder Income	* Foster Care	* Mortgage Differential	* Retirement	* Social Security	* Other
* Capital Gains	* Housing or Parsonage	Payments	(e.g. Pension IRA)	* Trust	

NOTE: Reveal alimony, child support, separate maintenance, or other income ONLY IF you want it considered in determining your qualification for this loan.

Section 2: Financial Information - Assets and Liabilities.

This section asks about things you own that are worth money and that you want considered to qualify for this loan. It then asks about your liabilities (or debts) that you pay each month, such as credit cards, alimony, or other expenses.

2a. Assets - Bank Accounts, Retirement, and Other Accounts You Have**Include all accounts below. Under Account Type, choose from the types listed here:**

* Checking	* Certificate of Deposit	* Stock Options	* Bridge Loan Proceeds	* Trust Account
* Savings	* Mutual Fund	* Bonds	* Individual Development Account	* Cash Value of Life Insurance
* Money Market	* Stocks	* Retirement(e.g., 401k, IRA)		(used for the transaction)

Account Type - use list above	Financial Institution	Account Number	
			35

2b. Other Assets You Have☒ Does not apply**Include all other assets and credits below. Under Asset or Credit Type, choose from the types listed here:**

Assets	Credits
* Proceeds from Real Estate Property to be sold on or before closing	* Earnest Money
* Proceeds from Sale of Non-Real Estate Asset	* Employer Assistance
* Secured Borrowed Funds	* Lot Equity
* Unsecured Borrowed Funds	* Relocation Funds
* Other	* Rent Credit
	* Sweat Equity
	* Trade Equity

2c. Liabilities - Credit Cards, Other Debts, and Leases that You Owe☐ Does not apply**List all liabilities below (except real estate) and include deferred payments. Under Account Type, choose from the types listed here:**

* Revolving (e.g., credit cards)	* Installment(e.g., car, student, personal loans)	* Open 30-Day (balance paid monthly)	* Lease (not real estate)	* Other
----------------------------------	---------------------------------------------------	--------------------------------------	---------------------------	---------

Account Type -use list above	Company Name	Account Number	Unpaid Balance To be paid off at or before closing	Monthly Payment
Revolving	WELLS FARGO		\$ 793.00 <input type="checkbox"/>	\$ 25.00

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Account Type -use list above	Company Name	Account Number	Unpaid Balance To be paid off at or before closing	Monthly Payment
Lease	AMER HONDA		\$ 41,666.00	\$ 583.00
Installment	DEPTEDNELNET		\$ 8,817.00	\$ 106.12
Installment	DEPTEDNELNET		\$ 6,591.00	\$ 78.59
Installment	DEPTEDNELNET		\$ 6,529.00	\$ 75.71
Installment	DEPTEDNELNET		\$ 6,405.00	\$ 81.84
Revolving	AMEX		\$ 2,870.00	\$ 57.00
Installment	DEPTEDNELNET		\$ 2,513.00	\$ 31.21
Revolving	JPMCB CARD		\$ 1,465.00	\$ 42.00

2d. Other Liabilities and Expenses

☒ Does not apply

Include all other liabilities and expenses below. Choose from the types listed here:

* Alimony* Child Support * Separate Maintenance * Job Related Expenses * Other

Monthly Payment

Section 3: Financial Information - Real Estate. This section asks you to list all properties you currently own and what you owe on them.

☐ I do not own any real estate

3a. Property You Own

If you are refinancing, list the property you are refinancing FIRST.

3b. IF APPLICABLE, Complete Information for Additional Property

☒ Does not apply

Section 4: Loan and Property Information. This section asks about the loan's purpose and the property you want to purchase or refinance.

4a. Loan and Property Information

Loan Amount \$ 394,125.00 Loan Purpose ☒ Purchase ☐ Refinance ☐ Other _____
 Property Address Street _____
 Unit # _____ City FRESNO State CA Zip _____
 County FRESNO Number of Units 1 Property Value \$ 525,500.00
 Occupancy ☒ Primary Residence ☐ Second Home ☐ Investment Property

1. Mixed-Use Property. If you will occupy the property, will you set aside space within the property to operate your own business? (e.g., daycare facility, medical office, beauty/barber shop)

☒ NO ☐ YES

2. Manufactured Home. Is the property a manufactured home? (e.g., a factory built dwelling built on a permanent chassis)

☒ NO ☐ YES

4b. Other New Mortgage Loans on the Property You are Buying or Refinancing

☒ Does not apply

4c. Rental Income on the Property You Want to Purchase

For Purchase Only

☒ Does not apply

4d. Gifts or Grants You Have Been Given or Will Receive for this Loan

☒ Does not apply

Include all gifts and grants below. Under Source, choose from the sources listed here:

* Community Nonprofit * Federal Agency * Relative * State Agency * Lender
 * Employer * Local Agency * Religious Nonprofit * Unmarried Partner * Other

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Section 5: Declarations

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This section asks you specific questions about the property, your funding, and your past financial history.

5a. About this Property and Your Money for this Loan

A. Will you occupy the property as your primary residence?

☐ NO ☒ YES

If YES, have you had an ownership interest in another property in the last three years?

☐ NO ☒ YES

If YES, complete (1) and (2) below:

(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?

PR _____

(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)

SP _____

B. If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?

☒ NO ☐ YES

C. Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application?

☒ NO ☐ YES

If YES, what is the amount of this money?

\$ _____

D. 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?

☒ NO ☐ YES

2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application?

☒ NO ☐ YES

E. Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?

☒ NO ☐ YES

5b. About Your Finances

F. Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?

☒ NO ☐ YES

G. Are there any outstanding judgments against you?

☒ NO ☐ YES

H. Are you currently delinquent or in default on a Federal debt?

☒ NO ☐ YES

I. Are you a party to a lawsuit in which you potentially have any personal financial liability?

☒ NO ☐ YES

J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years?

☒ NO ☐ YES

K. Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?

☒ NO ☐ YES

L. Have you had property foreclosed upon in the last 7 years?

☒ NO ☐ YES

M. Have you declared bankruptcy within the past 7 years?

☒ NO ☐ YES

If YES, identify the type(s) of bankruptcy: ☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13

Borrower Name: Courtney Chavez

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Section 5: Declarations

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This section asks you specific questions about the property, your funding, and your past financial history.

5a. About this Property and Your Money for this Loan

A. Will you occupy the property as your primary residence?

☐ NO ☒ YES

If YES, have you had an ownership interest in another property in the last three years?

☐ NO ☒ YES

If YES, complete (1) and (2) below:

(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?

PR _____

(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)

SP _____

B. If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?

☒ NO ☐ YES

C. Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application?

☒ NO ☐ YES

If YES, what is the amount of this money?

\$ _____

D. 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?

☒ NO ☐ YES

2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application?

☒ NO ☐ YES

E. Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?

☒ NO ☐ YES

5b. About Your Finances

F. Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?

☒ NO ☐ YES

G. Are there any outstanding judgments against you?

☒ NO ☐ YES

H. Are you currently delinquent or in default on a Federal debt?

☒ NO ☐ YES

I. Are you a party to a lawsuit in which you potentially have any personal financial liability?

☒ NO ☐ YES

J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years?

☒ NO ☐ YES

K. Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?

☒ NO ☐ YES

L. Have you had property foreclosed upon in the last 7 years?

☒ NO ☐ YES

M. Have you declared bankruptcy within the past 7 years?

☒ NO ☐ YES

If YES, identify the type(s) of bankruptcy: ☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13

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Acknowledgments and Agreements

Definitions:

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

I agree to, acknowledge, and represent the following:

(1) The Complete Information for this Application

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction.
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may result in the imposition of:
 - (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or
 - (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 *et seq.*).

(2) The Property's Security

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

(3) The Property's Appraisal, Value, and Condition

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

(4) Electronic Records and Signatures

- The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.

- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.
- I intend to sign and have signed this application either using my:
 - (a) electronic signature; or
 - (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.

- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

(5) Delinquency

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

(6) Authorization for Use and Sharing of Information

- By signing below, in addition to the representations and agreements made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the Loan application and related loan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my loan or its servicing:
- (a) process and underwrite my loan;
 - (b) verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
 - (c) inform credit and investment decisions by the Lender and Other Loan Participants;
 - (d) perform audit, quality control, and legal compliance analysis and reviews;
 - (e) perform analysis and modeling for risk assessments;
 - (f) monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me; and
 - (g) other actions permissible under applicable law.

Borrower Signature Courtney Chavez 08/11/22 10:07:24 AM PDT Date (mm/dd/yyyy)

Additional Borrower Signature Carter Chavez 08/10/22 04:14:51 PM PDT Date (mm/dd/yyyy)

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Military Service of Borrower

Military Service - Did you (or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces? ☒ NO ☐ YES
If YES, check all that apply: ☐ Currently serving on active duty with projected expiration date of service/tour _____ (mm/dd/yyyy)
☐ Currently retired, discharged, or separated from service
☐ Only period of service was a non-activated member of the Reserve on National Guard
☐ Surviving spouse

Section 8: Demographic Information. This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application.

Instructions: You may select one or more "Hispanic or Latino" origins and one or more designations for "Race." If you do not wish to provide some or all of this information, select the applicable check box.

Ethnicity

- ☐ Hispanic or Latino
☐ Mexican ☐ Puerto Rican ☐ Cuban
☐ Other Hispanic or Latino - Enter origin: _____

Examples: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, etc.

- ☒ Not Hispanic or Latino
☐ I do not wish to provide this information

Sex

- ☒ Female
☐ Male
☐ I do not wish to provide this information

Race

- ☐ American Indian or Alaska Native - Enter name of enrolled or principal tribe: _____
☐ Asian
☐ Asian Indian ☐ Chinese ☐ Filipino
☐ Japanese ☐ Korean ☐ Vietnamese
☐ Other Asian - Enter race: _____

Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.

- ☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
☐ Other Pacific Islander - Enter race: _____

Examples: Fijian, Tongan, etc.

- ☒ White
☐ I do not wish to provide this information

Be Completed by Financial Institution (for application taken in person):

Was the ethnicity of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES
Was the sex of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES
Was the race of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES

The Demographic Information was provided through:

- ☐ Face-to-Face Interview (includes Electronic Media w/Video Component) ☐ Telephone Interview ☐ Fax or Mail ☒ Email or Internet

Borrower Name: Courtney Chavez

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Military Service of Borrower

Military Service - Did you (or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces? ☒ NO ☐ YES
If YES, check all that apply: ☐ Currently serving on active duty with projected expiration date of service/tour _____ (mm/dd/yyyy)
☐ Currently retired, discharged, or separated from service
☐ Only period of service was a non-activated member of the Reserve on National Guard
☐ Surviving spouse

Section 8: Demographic Information. This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application.

Instructions: You may select one or more "Hispanic or Latino" origins and one or more designations for "Race." If you do not wish to provide some or all of this information, select the applicable check box.

Ethnicity

- ☐ Hispanic or Latino
☐ Mexican ☐ Puerto Rican ☐ Cuban
☐ Other Hispanic or Latino - Enter origin: _____

Examples: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, etc.

- ☒ Not Hispanic or Latino
☐ I do not wish to provide this information

Sex

- ☐ Female
☒ Male
☐ I do not wish to provide this information

Race

- ☐ American Indian or Alaska Native - Enter name of enrolled or principal tribe: _____
☐ Asian
☐ Asian Indian ☐ Chinese ☐ Filipino
☐ Japanese ☐ Korean ☐ Vietnamese
☐ Other Asian - Enter race: _____

Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.

- ☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
☐ Other Pacific Islander - Enter race: _____

Examples: Fijian, Tongan, etc.

- ☒ White
☐ I do not wish to provide this information

Be Completed by Financial Institution (for application taken in person):

Was the ethnicity of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES
Was the sex of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES
Was the race of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES

The Demographic Information was provided through:

- ☐ Face-to-Face Interview (includes Electronic Media w/Video Component) ☐ Telephone Interview ☐ Fax or Mail ☒ Email or Internet

Borrower Name: Carter Chavez

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Loan Originator Information

Loan Originator Organization Name Battagello, Anthony, Angelo
Address 370 Diaboo RD suite 103, danville, California 94526
Loan Originator Organization NMLSR ID # 2378768 State License ID # 00791487
Loan Originator Name Anthony Angelo Battagello
Loan Originator NMLSR ID # 266579 State License ID # 00791487
Email bayareaceo@gmail.com Phone (714) 702-7045
Anthony Angelo Battagello
08/10/22 03:59:04 PM PDT
Signature _____ Date (mm/dd/yyyy) _____

Borrower Name: Courtney Chavez, Carter Chavez

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To be completed by the **Lender**:

Lender Loan No./Universal Loan Identifier 1222506715 Agency Case No. _____

Uniform Residential Loan Application - Continuation Sheet

Continuation Sheet

Use this continuation sheet if you need more space to complete the Uniform Residential Loan Application.

Borrower Name (First, Middle, Last, Suffix) Courtney Chavez

Additional Information

Additional Borrower Name (First, Middle, Last, Suffix) Carter Chavez

Additional Information

Under California Civil Code 1812.30(j) "Credit applications for the obtainment of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account."

I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of federal law (18 U.S.C. §§ 1001 *et seq.*).

Courtney Chavez
Borrower Signature 08/11/22 10:07:26 AM PDT Date (mm/dd/yyyy) _____

Carter Chavez
Additional Borrower Signature 08/10/22 04:14:58 PM PDT Date (mm/dd/yyyy) _____



Uniform Residential Loan Application - Lender Loan Information

This section is completed by your Lender.

L1. Property and Loan Information

Community Property State

- ☒ At least one borrower lives in a community property state.
☒ The property is in a community property state.

Transaction Detail

- ☐ Conversion of Contract for Deed or Land Contract
☐ Renovation
☐ Construction-Conversion/Construction-to-Permanent
☐ Single-Closing ☐ Two-Closing

Construction/Improvement Costs \$ _____

Lot Acquired Date _____ (mm/dd/yyyy)

Original Cost of Lot \$ 0.00

Refinance Type

- ☐ No Cash Out
☐ Limited Cash Out
☐ Cash Out

Refinance Program

- ☐ Full Documentation
☐ Interest Rate Reduction
☐ Streamlined without Appraisal
☐ Other _____

Energy Improvement

- ☐ Mortgage loan will finance energy-related improvements.
☐ Property is currently subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through property taxes (e.g., the Property Assessed Clean Energy program).

Project Type

- ☐ Condominium ☐ Cooperative ☐ Planned Unit Development (PUD) ☒ Property is not located in a project

L2. Title Information

Title to the Property **Will** be Held in What Name(s):
 Courtney Chavez and Carter Chavez

For Refinance: Title to the Property is **Currently** Held in What Name(s):

Estate Will be Held in

- ☒ Fee Simple
☐ Leasehold Expiration Date _____ (mm/dd/yyyy)

Manner in Which Title Will be Held

- ☐ Sole Ownership ☐ Joint Tenancy with Right of Survivorship
☐ Life Estate ☐ Tenancy by the Entirety
☐ Tenancy in Common ☒ Other

Trust Information

- ☐ Title Will be Held by an *Inter Vivos (Living)* Trust
☐ Title Will be Held by a Land Trust

Indian Country Land Tenure

- ☐ Fee Simple On a Reservation
☐ Individual Trust Land (*Allotted/Restricted*)
☐ Tribal Trust Land On a Reservation
☐ Tribal Trust Land Off Reservation
☐ Alaska Native Corporation Land

L3. Mortgage Loan Information

Mortgage Type Applied For

- ☒ Conventional ☐ USDA-RD
☐ FHA ☐ VA ☐ Other: _____

Terms of Loan

Note Rate 4.500 %
 Loan Term 360 (months)

Mortgage Lien Type

- ☒ First Lien
☐ Subordinate Lien

Amortization Type

- ☒ Fixed Rate ☐ Other (explain): _____
☐ Adjustable Rate
If Adjustable Rate:
 Initial Period Prior to First Adjustment _____ (months)
 Subsequent Adjustment Period _____ (months)

Loan Features

- ☐ Balloon/Balloon Term _____ (months)
☐ Interest Only/Interest Only Term _____ (months)
☐ Negative Amortization
☐ Prepayment Penalty/Prepayment Penalty Term _____ (months)
☐ Temporary Interest Rate Buydown/Initial Buydown Rate _____ %
☐ Other (explain): _____

Proposed Monthly Payment for Property

First Mortgage (P & I)	\$ <u>1,996.97</u>
Subordinate Lien(s) (P & I)	\$ _____
Homeowner's Insurance	\$ <u>122.62</u>
Supplemental Property Insurance	\$ _____
Property Taxes	\$ <u>547.40</u>
Mortgage Insurance	\$ _____
Association/Project Dues (Condo, Co-Op, PUD)	\$ _____
Other	\$ _____
TOTAL	\$ <u>2,666.99</u>



L4. Qualifying the Borrower - Minimum Required Funds or Cash Back

DUE FROM BORROWER(S)

A. Sales Contract Price	\$ 525,500.00
B. Improvements, Renovations, and Repairs	\$ 0.00
C. Land (if acquired separately)	\$
D. For Refinance: Balance of Mortgage Loans on the Property to be paid off in the Transaction (See Table 3a. Property You Own)	\$
E. Credit Cards and Other Debts Paid Off (See Table 2c. Liabilities - Credit Cards, Other Debts, and Leases that You Owe)	\$
F. Borrower Closing Costs (including Prepaid and Initial Escrow Payments)	\$ 19,917.36
G. Discount Points	\$
H. TOTAL DUE FROM BORROWER(s) (Total of A thru G)	\$ 545,417.36

TOTAL MORTGAGE LOANS

I. Loan Amount Loan Amount Excluding Financed Mortgage Insurance (or Mortgage Insurance Equivalent) \$ <u>394,125.00</u> Financed Mortgage Insurance (or Mortgage Insurance Equivalent) Amount \$ <u>0.00</u>	\$ 394,125.00
J. Other New Mortgage Loans on the Property the Borrower(s) is Buying or Refinancing (See Table 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing)	\$
K. TOTAL MORTGAGE LOANS (Total of I and J)	\$ 394,125.00

TOTAL CREDITS

L. Seller Credits (Enter the amount of Borrower(s) costs paid by the property seller)	\$ 3,000.00
M. Other Credits (Enter the sum of all other credits - Borrower Paid Fees, Earnest Money, Employer Assisted Housing, Lease Purchase Fund, Lot Equity, Relocation Funds, Sweat Equity, Trade Equity, Other)	\$ 0.00
N. TOTAL CREDITS (Total of L and M)	\$ 3,000.00

CALCULATION

TOTAL DUE FROM BORROWER(s) (Line H)	\$ 545,417.36
LESS TOTAL MORTGAGE LOANS (Line K) AND TOTAL CREDITS (Line N)	- \$ 397,125.00
Cash From/To the Borrower (Line H minus Line K and Line N) NOTE: This amount does not include reserves or other funds that may be required by the Lender to be verified.	\$ 148,292.36



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EXHIBIT P

DECLARATION OF MATTHEW R. SNYDER

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Attorneys for Defendant
FORD MOTOR CREDIT COMPANY LLC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER
CHAVEZ,

Plaintiffs,

vs.

FORD MOTOR CREDIT COMPANY
LLC; EQUIFAX INFORMATION
SERVICES LLC.; EXPERIAN
INFORMATION SOLUTIONS, INC.;
TRANS UNION LLC; and DOES 1-10
inclusive,

Defendants.

Case No. 1:23-cv-01205-SKO

**DEFENDANT FORD MOTOR
CREDIT COMPANY LLC'S
RESPONSES TO PLAINTIFFS'
REQUESTS FOR ADMISSION**

PROPOUNDING PARTY: PLAINTIFFS COURTNEY CHAVEZ AND CARTER
CHAVEZ

RESPONDING PARTY: DEFENDANT FORD MOTOR CREDIT COMPANY
LLC

SET NO.: ONE

1 **DEFENDANT FORD MOTOR CREDIT COMPANY’S RESPONSES**
2 **TO PLAINTIFFS’ REQUEST FOR ADMISSION**

3 Ford Motor Credit Company LLC, (“Ford Credit”) by and through its
4 attorneys of record responds to Plaintiffs’ Request for Admission, follows:

5 **PRELIMINARY STATEMENT**

6 These Answers are made solely for the purpose of this action. Ford Credit has
7 not yet completed its investigation of the facts related to this litigation and discovery
8 is continuing. Accordingly, the following Responses are based upon, and therefore
9 necessarily limited by, the records and information still in existence, presently
10 collected, and thus far discovered in the course of preparing these Responses. Ford
11 Credit reserves the right to produce at trial and make reference to any evidence,
12 facts, documents, or information not yet discovered, or the relevance of which has
13 not yet been identified, by Ford Credit or its counsel.

14 **REQUEST FOR ADMISSION NO. 1:**

15 Plaintiffs, COURTNEY CHAVEZ and CARTER CHAVEZ (hereinafter
16 “Plaintiffs”) are “CONSUMERS” as defined by Fair Credit Reporting Act, 15
17 U.S.C. §1681a.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

19 Ford Credit objects to this request to the extent it calls for the witness
20 verifying these discovery responses to provide a legal conclusion.

21 Subject to and without waiving these objections Ford Credit responds as
22 follows:

23 ADMIT.

24 **REQUEST FOR ADMISSION NO. 2:**

25 Defendant is an “information furnisher” as defined at Fair Credit Reporting
26 Act, 15 U.S.C. §1681.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

2 Ford Credit objects to this request to the extent it calls for the witness
3 verifying these discovery responses to provide a legal conclusion.

4 Subject to and without waiving these objections Ford Credit responds as
5 follows:

6 ADMIT.

7 **REQUEST FOR ADMISSION NO. 3:**

8 Defendant is an “information furnisher” pursuant to the California Consumer
9 Credit Reporting Agencies Act, Cal. Civ. Code §1785, et seq.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

11 Ford Credit objects to this request to the extent it calls for the witness
12 verifying these discovery responses to provide a legal conclusion.

13 Subject to and without waiving these objections Ford Credit responds as
14 follows:

15 ADMIT.

16 **REQUEST FOR ADMISSION NO. 4:**

17 Defendant furnished derogatory information, as the term is used in the Fair
18 Credit Reporting Act and the California Consumer Credit Reporting Agencies Act,
19 about Plaintiffs to credit reporting agencies or other third parties.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

21 DENY.

22 **REQUEST FOR ADMISSION NO. 5:**

23 The derogatory information about Plaintiffs that Defendant furnished, which
24 is the subject of this lawsuit, is inaccurate, misleading, or incomplete.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

26 DENY.

27 **REQUEST FOR ADMISSION NO. 6:**

28 Defendant knew that the derogatory information aforementioned was false,

misleading, inaccurate, or incomplete.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

DENY.

REQUEST FOR ADMISSION NO. 7:

Defendant reported derogatory information in connection with a debt allegedly owed by Plaintiffs.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

DENY.

REQUEST FOR ADMISSION NO. 8:

YOU refused to correct the inaccurate reporting.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

DENY.

REQUEST FOR ADMISSION NO. 9:

DEALER has actual authority to enter into contracts on behalf of YOU.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Ford Credit objects to this request to the extent it calls for the witness verifying these discovery responses to provide a legal conclusion.

Subject to and without waiving these objections Ford Credit responds as follows:

DENY.

REQUEST FOR ADMISSION NO. 10:

DEALER has implied authority to enter into contracts on behalf of YOU.

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Ford Credit objects to this request to the extent it calls for the witness verifying these discovery responses to provide a legal conclusion.

Subject to and without waiving these objections Ford Credit responds as follows:

DENY.

1 **REQUEST FOR ADMISSION NO. 11:**

2 DEALER has apparent authority to enter into contracts on behalf of YOU.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

4 Ford Credit objects to this request to the extent it calls for the witness
5 verifying these discovery responses to provide a legal conclusion.

6 Subject to and without waiving these objections Ford Credit responds as
7 follows:

8 DENY.

9 **REQUEST FOR ADMISSION NO. 12:**

10 An agency relationship exists between YOU and DEALER.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

12 Ford Credit objects to this request to the extent it calls for the witness
13 verifying these discovery responses to provide a legal conclusion.

14 Subject to and without waiving these objections Ford Credit responds as
15 follows:

16 DENY.

17
18 DATED: May 10, 2024

SEVERSON & WERSON
A Professional Corporation

21 By: 

22 MATTHEW J. ESPOSITO

23 Attorneys for Defendant
24 FORD MOTOR CREDIT COMPANY LLC
25
26
27
28

VERIFICATION
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

I have read the foregoing and know its contents.

I, Jennifer Scholl, declare:

I am an Analyst for Ford Motor Credit Company LLC, Defendant in the above-entitled action. I have read **FORD MOTOR CREDIT COMPANY LLC'S RESPONSES TO PLAINTIFFS' REQUESTS FOR ADMISSION.**

To the best of my knowledge, the matters stated therein are true except as to those matters which are alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2024.

Jennifer Scholl
Print Name of Signatory

DocuSigned by:

Jennifer Scholl
F013BE90FE5A4C5...
Signature

PROOF OF SERVICE

Courtney Chavez, et al. vs. Ford Motor Credit Company LLC, et al.
Case No. 1:23-at-00685

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is The Atrium, 19100 Von Karman Avenue, Suite 700, Irvine, CA 92612.

On May 10, 2024, I served true copies of the following document(s):

**DEFENDANT FORD MOTOR CREDIT COMPANY LLC'S
RESPONSES TO PLAINTIFFS' REQUESTS FOR ADMISSION**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL: By agreement of the parties or by court order, I caused a copy of the document(s) to be sent from e-mail address dra@severson.com to the persons at the e-mail addresses listed in the Service List. The document(s) were transmitted, and I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 10, 2024, at Irvine, California.



Dana R. Armbruster

SERVICE LIST

Courtney Chavez, et al. vs. Ford Motor Credit Company LLC, et al.
Case No. 1:23-at-00685

Todd M. Friedman, Esq.
Matthew R. Snyder, Esq.
Adrian R. Bacon, Esq.
LAW OFFICES OF TODD M.
FRIEDMAN, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364

Attorneys for Plaintiffs
COURTNEY CHAVEZ and CARTER
CHAVEZ

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abacon@toddfllaw.com
msnyder@toddfllaw.com

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EXHIBIT Q

MATTHEW J. ESPOSITO (State Bar No. 223445)
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Telephone: (949) 442-7110
Facsimile: (949) 442-7118

Attorneys for Defendant
FORD MOTOR CREDIT COMPANY LLC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER
CHAVEZ,

Plaintiffs,

vs.

FORD MOTOR CREDIT COMPANY
LLC; EQUIFAX INFORMATION
SERVICES LLC.; EXPERIAN
INFORMATION SOLUTIONS, INC.;
TRANS UNION LLC; and DOES 1-10
inclusive,

Defendants.

Case No. 1:23-cv-01205-SKO

**DEFENDANT FORD MOTOR
CREDIT COMPANY LLC'S FRCP
RULE 26(a) INITIAL
DISCLOSURES**

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendant Ford Motor Credit Company LLC ("Ford Credit") hereby makes the following initial disclosures.

Ford Credit has not completed its investigation into this matter and discovery has not been completed. The following disclosures are based upon the information reasonably available to Ford Credit based on its current understanding of Plaintiffs Courtney and Carter Chavez' ("Plaintiffs") claims. Ford Credit reserves the right to supplement or modify these disclosures and to use any additional information, witnesses or evidence at any time, up to and including trial, as Plaintiffs elaborate on

1 their allegations or identify witnesses, new information is discovered, or new
2 defenses or theories are developed.

3 These disclosures are also made subject to, and without waiving: (1) any
4 claim of any applicable privilege including, but not limited to, the attorney-client
5 privilege and the attorney work-product doctrine; (2) the right to object on any
6 ground to any subsequent discovery request or other proceeding involving or
7 relating to the subject matter of these disclosures; and (3) the right to object on any
8 other applicable ground(s) to the admissibility of any item disclosed.

9 **I. DISCLOSURES REQUIRED BY RULE 26(a)(1)(A)(i):**
10 **IDENTIFICATION OF INDIVIDUALS**

11 Pursuant to Rule 26(a)(1)(A)(i) of the Federal Rules of Civil Procedure, Ford
12 Credit identifies the following individuals likely to have discoverable information
13 that Ford Credit may use to support its claims or defenses:

14 1. Defendant Ford Credit's corporate representative(s) knowledgeable
15 about: records reflecting the payment and other status of Plaintiffs' account and
16 amounts due under the subject contract by Plaintiffs; nature of information furnished
17 about Plaintiffs' account to consumer reporting agencies; investigation of any credit
18 reporting disputes received from consumer reporting agencies; Ford Credit's
19 collection, furnishing, and investigation policies and procedures aimed at avoiding
20 violations of law alleged in the complaint; and credit reporting industry standards
21 and practices for furnishing information to consumer reporting agencies. Ford
22 Credit's corporate representative(s) may be contacted through counsel of record for
23 Ford Credit, Matthew J. Esposito, Severson & Werson, APC, 17100 Von Karman
24 Avenue, Ste. 700, Irvine, California 92612, (949) 442-7110, mje@severson.com.

25 2. Plaintiffs, who have information regarding their acceptance of the
26 terms of the subject contract and the handling of their account; receipt of any
27 collection or other calls or communications from Ford Credit; false statements made
28 by or on behalf of Plaintiffs in credit disputes submitted to consumer reporting

1 agencies; and the lack of cognizable damages arising out of any allegedly wrongful
2 conduct by Ford Credit. Plaintiffs may be reached through their counsel of record,
3 Todd M. Friedman; Law Offices of Todd M. Friedman, PC 21021 Ventura Blvd.
4 Suite 340, Woodland Hills, CA 91364; 323-306-4234; tfriedman@toddfllaw.com.

5 3. Experian's Person Most Qualified, who has information regarding any
6 disputes it received from Plaintiff regarding information reported about Plaintiffs'
7 account and information exchanged about said disputes, as well as Plaintiffs' credit
8 reports obtained by third parties.

9 4. Equifax's Person Most Qualified, who has information regarding any
10 disputes it received from Plaintiffs regarding information reported about Plaintiffs'
11 account and information exchanged about said disputes, as well as Plaintiffs' credit
12 reports obtained by third parties.

13 5. Trans Union's Person Most Qualified, who has information regarding
14 any disputes it received from Plaintiffs regarding information reported about
15 Plaintiffs' account and information exchanged about said disputes, as well as
16 Plaintiffs' credit reports obtained by third parties.

17 6. Unknown third parties that may have information regarding Plaintiffs'
18 alleged damages and reporting industry standards and practices for furnishing
19 charge off information to consumer reporting agencies. At this time, Ford Credit
20 lacks any information or belief about the identities of these witnesses and how to
21 contact them.

22 Ford Credit is continuing its ongoing investigation of this matter, and reserves
23 the right to supplement or amend these disclosures upon the discovery of new
24 information or upon the introduction of new issues in the case. As such, Ford Credit
25 reserves the right to identify other individuals likely to have discoverable
26 information that Ford Credit may use to support its claims or defenses.

1 **II. DISCLOSURES REQUIRED BY RULE 26(a)(1)(A)(ii):**
2 **IDENTIFICATION OF DOCUMENTS**

3 Pursuant to Rule 26(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Ford
4 Credit provides the following description by category and location of all documents,
5 electronically-stored information, and tangible things within its possession, custody,
6 or control that Ford Credit may use to support its claims or defenses, unless solely
7 for impeachment. The documents are within Ford Credit's care, custody, or control,
8 and subject to the entry of a mutually-agreeable protective as may be appropriate,
9 will be produced upon the appropriate Rule 34 request. By disclosing the following
10 categories and locations of documents, Ford Credit does not waive any objections
11 that it has to producing any such documents nor its right to arbitrate this dispute
12 pursuant to the parties' account agreements.

13 1. Account documents and records for the subject auto account, including
14 but not limited to the subject lease contract, Activity Notes, payment history, and
15 credit reporting dispute investigation records.

16 Ford Credit is continuing its ongoing investigation of this matter, and reserves
17 the right to supplement or amend these disclosures upon the discovery of new
18 information or upon the introduction of new issues in the case. As such, Ford Credit
19 reserves the right to identify other documents, electronically stored information, and
20 tangible things within its possession, custody or control that Ford Credit may use to
21 support claims or defenses.

22 **III. DISCLOSURES REQUIRED BY RULE 26(a)(1)(A)(iii):**
23 **CALCULATION OF DAMAGES**

24 Ford Credit is not seeking recovery of any damages at this time and therefore
25 has nothing to disclose pursuant to Rule 26(a)(1)(A)(iii) of the Federal Rules of
26 Civil Procedure.

PROOF OF SERVICE

Courtney Chavez, et al. vs. Ford Motor Credit Company LLC, et al.
Case No. 1:23-at-00685

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is The Atrium, 19100 Von Karman Avenue, Suite 700, Irvine, CA 92612.

On April 12, 2024, I served true copies of the following document(s):

**DEFENDANT FORD MOTOR CREDIT COMPANY LLC'S
FRCP RULE 26(a)INITIAL DISCLOSURES**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL: By agreement of the parties or by court order, I caused a copy of the document(s) to be sent from e-mail address dra@severson.com to the persons at the e-mail addresses listed in the Service List. The document(s) were transmitted, and I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 12, 2024, at Irvine, California.



Dana R. Armbruster

SERVICE LIST

Courtney Chavez, et al. vs. Ford Motor Credit Company LLC, et al.
Case No. 1:23-at-00685

Todd M. Friedman, Esq.
Matthew R. Snyder, Esq.
Adrian R. Bacon, Esq.
LAW OFFICES OF TODD M.
FRIEDMAN, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364

Attorneys for Plaintiffs
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EXHIBIT R

DECLARATION OF MATTHEW R. SNYDER

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
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msnyder@toddfllaw.com
Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER
CHAVEZ,

Plaintiff,

-vs-

FORD MOTOR CREDIT COMPANY LLC;
EQUIFAX INFORMATION SERVICES
LLC.; EXPERIAN INFORMATION
SOLUTIONS, INC.; TRANS UNION LLC;
and DOES 1-10 inclusive,
Defendants.

Case No.: 1:23-cv-01205-SKO

**PLAINTIFF CARTER CHAVEZ'S
RESPONSES TO DEFENDANT FORD
MOTOR CREDIT COMPANY LLC'S
REQUESTS FOR ADMISSION TO
PLAINTIFF, SET ONE**

PROPOUNDING PARTY: Defendant, FORD MOTOR CREDIT COMPANY LLC

RESPONDING PARTY: Plaintiff, CARTER CHAVEZ

SET NUMBER: ONE (1)

Pursuant to Rule 36 for the Federal Rules of Civil Procedure, Plaintiff, CARTER CHAVEZ ("Plaintiff") responds to Defendant, FORD MOTOR CREDIT COMPANY LLC's ("Defendant") Requests for Admission, Set One, as follows:

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this litigation. Each response is subject to all appropriate objections, including but not limited to, objections concerning

1 competency, relevancy, materiality, form, and privilege that would require the exclusion of any
2 statement if the interrogatory was asked of, or any statement was made by, a witness testifying in
3 court. Consequently, all such objections are reserved and may be interposed at time of trial.

4 Responding Party is furnishing information responsive to this demand as is presently
5 available to him. Such information may include hearsay and other forms of evidence that are
6 neither admissible nor reliable. The responses are given without prejudice to producing at trial
7 subsequently discovered information omitted from the answers as a result of good faith
8 oversight.

9 The party on whose behalf answers are given has not completed her investigation of the
10 facts relating to this litigation and has not completed discovery or trial preparation.
11 Consequently, the following responses are given without prejudice to amend, supplement, or
12 modify and are subject to Responding Party's right to produce, at the time of trial or at any time
13 during these proceedings, subsequently discovered evidence relating to the proof of currently
14 known material facts and all evidence, wherever discovered, relating to the proof of
15 subsequently-discovered material facts.

16 The Responding Party objects, and does not intend to produce any evidence which may be
17 protected by the privileges against self-incrimination (*Evidence Code* § 940), attorney-client
18 (*Evidence Code* §950), spousal communication (*Evidence Code* §980), physician-patient
19 (*Evidence Code* §930), psychotherapist-patient (*Evidence Code* §1010), educational
20 psychologist-patient (*Evidence Code* §1010.5), and official records (*Evidence Code* §1040).
21 This is a continuing objection throughout these responses.

22 **GENERAL OBJECTIONS**

23 Responding Party sets forth below its general objections. These general objections are
24 hereby incorporated by reference into each specific response.

25 Any response and/or specific objection is made without waiver of these general
26 objections to propounding party's requests.

27 1. Responding Party objects to the requests to the extent they require Responding Party to
28 explain fully the legal and factual basis for his contentions and otherwise set forth all information

1 pertaining to those contentions when the parties are at the outset of litigation and discovery are
2 not yet complete.

3 2. Responding Party objects to the requests to the extent they improperly call for the
4 disclosure of opinions, mental impressions, conclusions, legal research or legal theories of
5 Responding Party's counsel, or to the extent they call for the disclosure of other information
6 prepared in anticipation of litigation that is protected under Code of Civil Procedure § 2018 and
7 applicable case law.

8 3. Responding Party objects to the requests to the extent they call for the disclosure of
9 information protected by the attorney-client privilege. Responding Party will not disclose such
10 information.

11 4. Responding Party objects to the requests to the extent they seek information not relevant or
12 material to the substantive issues raised by this lawsuit under applicable law and are not
13 reasonably calculated to lead to the discovery of admissible evidence.

14 5. Responding Party objects to the requests to the extent that they seek disclosure of
15 information already in the possession of Propounding Party or information that is equally
16 available to Propounding Party, either as a matter of public record or by direct contact with the
17 source of the information.

18 6. Responding Party objects to the requests to the extent they are so vague, unduly
19 burdensome, ambiguous, and overly broad in the context of this action as to render them
20 impossible to respond to in any reasonable manner or amount of time or at any reasonable cost.

21 7. Responding Party objects to the requests to the extent that they call for disclosure of
22 information not in Responding Party's possession, custody or control.

23 8. Responding Party objects to the requests to the extent they assume facts that are not in
24 evidence.

25 9. Responding Party objects to the requests to the extent they seek information that violates
26 Responding Party's right to privacy under applicable state and/or federal law.

27 10. Responding Party objects to the requests to the extent they seek information from persons
28 outside the custody or control of Responding Party.

Notwithstanding these or any other objections, Responding Party responds to Requests for Admissions, (Set One) as follows:

RESPONSES TO REQUEST FOR ADMISSIONS, SET ONE

REQUEST FOR ADMISSION NO. 1:

Admit that YOU entered into a lease contract for a 2018 Ford Escape with a VIN # 1FMCU9GD3JUA92354.

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 2:

Admit that the document attached hereto as Exhibit 1 is a true and correct copy of the California Motor Vehicle Lease Agreement YOU signed on or about July 8, 2018.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 3:

Admit that the lessee signature on Exhibit 1 attached hereto is your genuine signatures.

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Plaintiff states: Plaintiff admits in part and denies in part. Plaintiff admits that his signature is on the agreement but does not admit that he put his initials on Section 3 and Section 4 of the agreement.

REQUEST FOR ADMISSION NO. 4:

Admit the document attached hereto as Exhibit 2 is a true and correct copy of the credit application you signed in connection with the lease of the 2018 Ford Escape with a VIN # 1FMCU9GD3JUA92354.

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 5:

Admit that the applicant signature on Exhibit 2 attached hereto is your genuine signature.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 6:

Admit that in or around July 2018, YOU set up online access to your Ford Credit account.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 7:

Admit that YOU were able to access electronic statements for your Ford Credit account through Ford Credit's website.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 8:

Admit that YOU made payments on your Ford Credit lease through your Ford Credit's online portal.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 9:

Admit that after July 2018, you received email communications from Ford Credit.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 10:

Admit that between September 2018 and June 2021, you received mail correspondence from Ford Credit about the upcoming termination of your lease.

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 11:

Admit that between September 2018 and June 2021, you received e-mail correspondence from Ford Credit about the upcoming termination of your lease.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 12:

Admit that in or about July 2021, you communicated with a Ford dealership and inquired about leasing another vehicle.

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 13:

Admit that prior to returning your leased Ford Escape, you were aware that you could schedule a complimentary pre-inspection of the vehicle within 60-days of your lease-end date to obtain an estimate of anticipated lease-end charges.

RESPONSE TO REQUEST FOR ADMISSION NO. 13:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 14:

Admit that you returned your leased 2018 Ford Escape to Lithia Ford of Fresno on or around July 7, 2021.

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 15:

Admit that you did not lease another Ford vehicle when your leased on the Ford Escape expired in July 2021.

RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 16:

Admit that you did not purchase the 2018 Ford Escape with a VIN # 1FMCU9GD3JUA92354 at the conclusion of the lease term.

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 17:

Admit that you did not pay the disposition fee as provided in the lease agreement when you returned the 2018 Ford Escape following the completion of the lease.

RESPONSE TO REQUEST FOR ADMISSION NO. 17:

Plaintiff objects to this request as it assumes facts not in evidence and is vague and ambiguous as to the term “disposition fee.” Subject to and without waiving said objections, Plaintiff states: Plaintiff admits in part and denies in part. Plaintiff admits that he did not pay anything when he returned the 2018 Ford Escape, but denies that he was required to pay a fee as he was not asked to pay anything and was advised that he didn’t need to do anything else when he returned the vehicle.

REQUEST FOR ADMISSION NO. 18:

Admit that on or around July 8, 2021, you received an invoice from Ford Credit in the amount of \$427.98.

RESPONSE TO REQUEST FOR ADMISSION NO. 18:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 19:

Admit that the disposition fee was waived by Ford Credit at some point in 2022.

RESPONSE TO REQUEST FOR ADMISSION NO. 19:

Plaintiff objects to this request as it assumes facts not in evidence and is vague and ambiguous as to the term “disposition fee.” Subject to and without waiving said objections, Plaintiff states: Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 20:

Admit that YOU were informed through YOUR counsel that Ford Credit requested the major Credit Reporting Agencies to remove the "Charge Off" comment from YOUR credit file and report the account as "Paid/Closed" with a zero balance.

RESPONSE TO REQUEST FOR ADMISSION NO. 20:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 21:

Admit that you made no payments to Ford Credit after July 1, 2021.

RESPONSE TO REQUEST FOR ADMISSION NO. 21:

Plaintiff states: Admit.

DATED: August 8, 2024

LAW OFFICES OF TODD M. FRIEDMAN



By: _____

Todd M. Friedman, Esq.,
Attorney for Plaintiffs,
COURTNEY CHAVEZ AND
CARTER CHAVEZ

PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of 18 and not a party to this action. My business address is 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364.

On August 8, 2024, I served the foregoing document, described as:

PLAINTIFF CARTER CHAVEZ'S RESPONSES TO DEFENDANT FORD MOTOR CREDIT COMPANY LLC'S REQUESTS FOR ADMISSION TO PLAINTIFF, SET ONE

☐ the original of the document
☒ true copies of the document

as follows:

Matthew J. Esposito
mje@severson.com
SEVERSON & WERSON
Attorney for Defendant

☒ **BY ELECTRONIC MAIL:** I served the above documents in pdf format to the email listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

☒ **STATE:** I declare under penalty of perjury under the laws of the state of California that the above is true and correct.

☐ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed this August 8, 2024, at Woodland Hills, California.

Erika Campany

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EXHIBIT S

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd, Suite 340
Woodland Hills, CA 91364
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfllaw.com
abacon@toddfllaw.com
msnyder@toddfllaw.com
Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER
CHAVEZ,

Plaintiff,

-vs-

FORD MOTOR CREDIT COMPANY LLC;
EQUIFAX INFORMATION SERVICES
LLC.; EXPERIAN INFORMATION
SOLUTIONS, INC.; TRANS UNION LLC;
and DOES 1-10 inclusive,
Defendants.

Case No.: 1:23-cv-01205-SKO

**PLAINTIFF COURTNEY CHAVEZ'S
RESPONSES TO DEFENDANT FORD
MOTOR CREDIT COMPANY LLC'S
REQUESTS FOR ADMISSION TO
PLAINTIFF, SET ONE**

PROPOUNDING PARTY: Defendant, FORD MOTOR CREDIT COMPANY LLC

RESPONDING PARTY: Plaintiff, COURTNEY CHAVEZ

SET NUMBER: ONE (1)

Pursuant to Rule 36 for the Federal Rules of Civil Procedure, Plaintiff, COURTNEY CHAVEZ ("Plaintiff") responds to Defendant, FORD MOTOR CREDIT COMPANY LLC's ("Defendant") Requests for Admission, Set One, as follows:

PRELIMINARY STATEMENT

These responses are made solely for the purpose of this litigation. Each response is subject to all appropriate objections, including but not limited to, objections concerning

1 competency, relevancy, materiality, form, and privilege that would require the exclusion of any
2 statement if the interrogatory was asked of, or any statement was made by, a witness testifying in
3 court. Consequently, all such objections are reserved and may be interposed at time of trial.

4 Responding Party is furnishing information responsive to this demand as is presently
5 available to him. Such information may include hearsay and other forms of evidence that are
6 neither admissible nor reliable. The responses are given without prejudice to producing at trial
7 subsequently discovered information omitted from the answers as a result of good faith
8 oversight.

9 The party on whose behalf answers are given has not completed her investigation of the
10 facts relating to this litigation and has not completed discovery or trial preparation.
11 Consequently, the following responses are given without prejudice to amend, supplement, or
12 modify and are subject to Responding Party's right to produce, at the time of trial or at any time
13 during these proceedings, subsequently discovered evidence relating to the proof of currently
14 known material facts and all evidence, wherever discovered, relating to the proof of
15 subsequently-discovered material facts.

16 The Responding Party objects, and does not intend to produce any evidence which may be
17 protected by the privileges against self-incrimination (*Evidence Code* § 940), attorney-client
18 (*Evidence Code* §950), spousal communication (*Evidence Code* §980), physician-patient
19 (*Evidence Code* §930), psychotherapist-patient (*Evidence Code* §1010), educational
20 psychologist-patient (*Evidence Code* §1010.5), and official records (*Evidence Code* §1040).
21 This is a continuing objection throughout these responses.

22 **GENERAL OBJECTIONS**

23 Responding Party sets forth below its general objections. These general objections are
24 hereby incorporated by reference into each specific response.

25 Any response and/or specific objection is made without waiver of these general
26 objections to propounding party's requests.

27 1. Responding Party objects to the requests to the extent they require Responding Party to
28 explain fully the legal and factual basis for his contentions and otherwise set forth all information

1 pertaining to those contentions when the parties are at the outset of litigation and discovery are
2 not yet complete.

3 2. Responding Party objects to the requests to the extent they improperly call for the
4 disclosure of opinions, mental impressions, conclusions, legal research or legal theories of
5 Responding Party's counsel, or to the extent they call for the disclosure of other information
6 prepared in anticipation of litigation that is protected under Code of Civil Procedure § 2018 and
7 applicable case law.

8 3. Responding Party objects to the requests to the extent they call for the disclosure of
9 information protected by the attorney-client privilege. Responding Party will not disclose such
10 information.

11 4. Responding Party objects to the requests to the extent they seek information not relevant or
12 material to the substantive issues raised by this lawsuit under applicable law and are not
13 reasonably calculated to lead to the discovery of admissible evidence.

14 5. Responding Party objects to the requests to the extent that they seek disclosure of
15 information already in the possession of Propounding Party or information that is equally
16 available to Propounding Party, either as a matter of public record or by direct contact with the
17 source of the information.

18 6. Responding Party objects to the requests to the extent they are so vague, unduly
19 burdensome, ambiguous, and overly broad in the context of this action as to render them
20 impossible to respond to in any reasonable manner or amount of time or at any reasonable cost.

21 7. Responding Party objects to the requests to the extent that they call for disclosure of
22 information not in Responding Party's possession, custody or control.

23 8. Responding Party objects to the requests to the extent they assume facts that are not in
24 evidence.

25 9. Responding Party objects to the requests to the extent they seek information that violates
26 Responding Party's right to privacy under applicable state and/or federal law.

27 10. Responding Party objects to the requests to the extent they seek information from persons
28 outside the custody or control of Responding Party.

Notwithstanding these or any other objections, Responding Party responds to Requests for Admissions, (Set One) as follows:

RESPONSES TO REQUEST FOR ADMISSIONS, SET ONE

REQUEST FOR ADMISSION NO. 1:

Admit that YOU entered into a lease contract for a 2018 Ford Escape with a VIN # 1FMCU9GD3JUA92354.

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 2:

Admit that the document attached hereto as Exhibit 1 is a true and correct copy of the California Motor Vehicle Lease Agreement YOU signed on or about July 8, 2018.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 3:

Admit that the lessee signature on Exhibit 1 attached hereto is your genuine signatures.

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Plaintiff states: Plaintiff admits that her signature is on the Lease Agreement but does not recall putting her initials on Sections 3 and 4 or being told about Section 3.

REQUEST FOR ADMISSION NO. 4:

Admit the document attached hereto as Exhibit 2 is a true and correct copy of the credit application you signed in connection with the lease of the 2018 Ford Escape with a VIN # 1FMCU9GD3JUA92354.

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 5:

Admit that the applicant signature on Exhibit 2 attached hereto is your genuine signature.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 6:

Admit that in or around July 2018, YOU set up online access to your Ford Credit account.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 7:

Admit that YOU were able to access electronic statements for your Ford Credit account through Ford Credit's website.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 8:

Admit that YOU made payments on your Ford Credit lease through your Ford Credit's online portal.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 9:

Admit that after July 2018, you received email communications from Ford Credit.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 10:

Admit that between September 2018 and June 2021, you received mail correspondence from Ford Credit about the upcoming termination of your lease.

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 11:

Admit that between September 2018 and June 2021, you received e-mail correspondence from Ford Credit about the upcoming termination of your lease.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 12:

Admit that in or about July 2021, you communicated with a Ford dealership and inquired about leasing another vehicle.

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 13:

Admit that prior to returning your leased Ford Escape, you were aware that you could schedule a complimentary pre-inspection of the vehicle within 60-days of your lease-end date to obtain an estimate of anticipated lease-end charges.

RESPONSE TO REQUEST FOR ADMISSION NO. 13:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 14:

Admit that you returned your leased 2018 Ford Escape to Lithia Ford of Fresno on or around July 7, 2021.

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 15:

Admit that you did not lease another Ford vehicle when your lease on the Ford Escape expired in July 2021.

RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 16:

Admit that you did not purchase the 2018 Ford Escape with a VIN # 1FMCU9GD3JUA92354 at the conclusion of the lease term.

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 17:

Admit that you did not pay the disposition fee as provided in the lease agreement when you returned the 2018 Ford Escape following the completion of the lease.

RESPONSE TO REQUEST FOR ADMISSION NO. 17:

Plaintiff objects to this request as it assumes facts not in evidence and is vague and ambiguous as to the term “disposition fee.” Subject to and without waiving said objections, Plaintiff states: Plaintiff admits in part and denies in part. When Plaintiff returned the vehicle to the dealership, no disposition fee was mentioned and Plaintiffs were not told that anything was owed on the vehicle. Plaintiffs were told that they were all set and didn’t need to do anything else.

REQUEST FOR ADMISSION NO. 18:

Admit that on or around July 8, 2021, you received an invoice from Ford Credit in the amount of \$427.98.

RESPONSE TO REQUEST FOR ADMISSION NO. 18:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 19:

Admit that the disposition fee was waived by Ford Credit at some point in 2022.

RESPONSE TO REQUEST FOR ADMISSION NO. 19:

Plaintiff objects to this request as it assumes facts not in evidence and is vague and ambiguous as to the term “disposition fee.” Subject to and without waiving said objections, Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 20:

Admit that YOU were informed through YOUR counsel that Ford Credit requested the major Credit Reporting Agencies to remove the "Charge Off" comment from YOUR credit file and report the account as "Paid/Closed" with a zero balance.

RESPONSE TO REQUEST FOR ADMISSION NO. 20:

Plaintiff states: Admit.

REQUEST FOR ADMISSION NO. 21:

Admit that you made no payments to Ford Credit after July 1, 2021.

RESPONSE TO REQUEST FOR ADMISSION NO. 21:

Plaintiff states: Admit.

DATED: August 8, 2024

LAW OFFICES OF TODD M. FRIEDMAN



By: _____

Todd M. Friedman, Esq.
Attorney for Plaintiffs,
COURTNEY CHAVEZ AND
CARTER CHAVEZ

PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of 18 and not a party to this action. My business address is 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364.

On August 8, 2024, I served the foregoing document, described as:

PLAINTIFF COURTNEY CHAVEZ'S RESPONSES TO DEFENDANT FORD MOTOR CREDIT COMPANY LLC'S REQUESTS FOR ADMISSION TO PLAINTIFF, SET ONE

☐ the original of the document
☒ true copies of the document

as follows:

Matthew J. Esposito
mje@severson.com
SEVERSON & WERSON
Attorney for Defendant

☒ **BY ELECTRONIC MAIL:** I served the above documents in pdf format to the email listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

☒ **STATE:** I declare under penalty of perjury under the laws of the state of California that the above is true and correct.

☐ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed this August 8, 2024, at Woodland Hills, California.



Erika Campany

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EXHIBIT T

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd, Suite 340
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tfriedman@toddfllaw.com
abacon@toddfllaw.com
msnyder@toddfllaw.com
Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER
CHAVEZ,

Plaintiff,

-vs-

FORD MOTOR CREDIT COMPANY LLC;
EQUIFAX INFORMATION SERVICES
LLC.; EXPERIAN INFORMATION
SOLUTIONS, INC.; TRANS UNION LLC;
and DOES 1-10 inclusive,
Defendants.

Case No.: 1:23-cv-01205-SKO

**PLAINTIFF CARTER CHAVEZ'S
RESPONSES TO DEFENDANT FORD
MOTOR CREDIT COMPANY LLC'S
INTERROGATORIES TO PLAINTIFF,
SET ONE**

PROPOUNDING PARTY: Defendant, FORD MOTOR CREDIT COMPANY LLC

RESPONDING PARTY: Plaintiff, CARTER CHAVEZ

SET NUMBER: ONE (1)

Pursuant to Rule 33 for the Federal Rules of Civil Procedure, Plaintiff, CARTER CHAVEZ ("Plaintiff") responds to Defendant, FORD MOTOR CREDIT COMPANY LLC's ("Defendant") Interrogatories, Set One, as follows:

This responding party and his counsel have not completed their discovery or preparation for trial nor have they completed their analysis and review of the investigation and other trial

1 preparation matters, and subjects obtained or conducted to date. These responses therefore state
2 the present information and analysis of the responding party and his counsel as acquired and
3 reviewed to date without prejudice to this responding party's right to present additional facts,
4 contentions or theories at trial based upon information, evidence or analysis hereafter obtained or
5 evaluated. The following responses state the information, facts, evidence and contentions known
6 to and evaluated by this responding party and his counsel.

7 This responding party further hereby provides the following responses without prejudice
8 to further discovery and specifically reserves the right to present subsequently discovered
9 evidence at trial of this action.

10 Each of the following responses and answers is rendered and based upon information in
11 the possession of the responding party at the time of the preparation of these answers after
12 diligent inquiry. Discovery will continue as long as permitted by statute or stipulation of the
13 parties and the investigation of this responding party's attorneys and agents will continue to and
14 throughout the trial of this action. This responding party therefore specifically reserves the right
15 at the time of trial to introduce any evidence from any source which may hereafter be discovered
16 and testimony from any witnesses whose identities may hereafter be discovered.

17 If any information has unintentionally been omitted from these responses, the interrogated
18 party reserves the right to apply for relief so as to permit the insertion of the omitted data from
19 these responses. This responding party has made every effort to obtain documentation necessary
20 to respond to these interrogatories. These introductory comments shall apply to each and every
21 answer given herein and shall be incorporated by reference as though fully set forth in all of the
22 interrogatory responses appearing on the following pages. Finally, as some of these responses
23 may have been ascertained by this responding party's attorneys and investigators, this responding
24 party may not have personal knowledge of the information from which these responses are
25 derived.

26 To the extent that any of these interrogatories call for responses which are protected by
27 the attorney/client and/or attorney work product privileges, this responding party objects to said
28 interrogatories on that basis.

1 To the extent that any of these interrogatories call for responses which are of a
2 confidential and proprietary nature as protected by the United States Constitution and/or the
3 California Constitution, this responding party objects to said interrogatories on that basis.

4 To the extent that any of the interrogatories call for responses which are protected by any
5 additional privileges, this responding party objects to the answering of said interrogatories on
6 that basis.

7
8 **RESPONSES TO SPECIAL INTERROGATORIES**

9 **SPECIAL INTERROGATORY NO. 1:**

10 Identify all residence addresses used by you from January 1, 2018 to present.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

12 Plaintiff states: 841 E Cortland Ave, Fresno CA 93704 from prior to January 1, 2018
13 until April 2022; 454 W Twain Ave, Fresno Ca 93704 from April 2022-September 2022; and
14 1590 W Roberts Ave, Fresno CA 93711 from September 2022-Present

15 **SPECIAL INTERROGATORY NO. 2:**

16 Identify and describe any damages you attribute to Ford Motor Credit Company LLC
17 relating to this action.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

19 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope so as
20 to be unduly burdensome, harassing, and oppressive; calls for a narrative response more suited to
21 a deposition; and is vague and ambiguous. Subject to and without waiving said objections,
22 Plaintiff states: Plaintiffs attempted to purchase a new home in March 2022. The house was on
23 the same street as very close friends of theirs. Plaintiffs wanted to move to a good community
24 with their good friends. Plaintiffs were negotiating with the seller for the price of the home before
25 it came on the market. The negotiations were underway when Ford reported the derogatory item
26 on Plaintiff's credit reports. Plaintiff's credit scores dropped dramatically, which would have
27 caused Plaintiffs to pay tens of thousands of dollars in additional interest if they purchased the
28 home. Plaintiffs could not go through with the purchase due to that drop in their credit score.

1 Plaintiffs have not calculated the monetary loss of their dream home at this time. Plaintiffs are
2 seeking statutory damages of \$1,000 per Plaintiff under the Fair Credit Reporting Act and \$5,000
3 per Plaintiff under the California Consumer Credit Reporting Agencies, as well as actual
4 damages. Plaintiffs are also seeking damages under the Consumer Legal Remedies Act, including
5 actual damages and punitive damages. Investigation continues.

6 **SPECIAL INTERROGATORY NO. 3:**

7 Identify all creditors you submitted credit applications for "CONSUMER LOANS" since
8 July 1, 2018 to January 1, 2024. For purposes of these Interrogatories, the terms "CONSUMER
9 LOANS" shall refer to consumer loans for mortgages, credit cards, auto loans, student loans, and
10 personal loans.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

12 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
13 time so as to be unduly burdensome, harassing, and oppressive; violates Plaintiff's Right to
14 Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy
15 rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiff
16 does not recall each and every credit application he submitted between July 1, 2018, to January
17 1, 2024. Plaintiff was seeking a mortgage at the time that Defendant reported the derogatory
18 item on Plaintiff's credit reports. Plaintiffs leased vehicles from Honda in July 2021 and in May
19 2024. Investigation continues.

20 **SPECIAL INTERROGATORY NO. 4:**

21 Identify any creditors who provided Adverse Action letters pursuant to 15 USC § 1681 in
22 response to your credit applications for CONSUMER LOANS from July 1, 2018 to January 1,
23 2024.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

25 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
26 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; violates
27 Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and
28 violates the privacy rights of third parties. Subject to and without waiving said objections,

1 Plaintiff states: Plaintiff is still attempting to locate or obtain the requested information and will
2 supplement this response. Investigation continues.

3 **SPECIAL INTERROGATORY NO. 5:**

4 Identify any home loans you attempted to obtain between the years of 2018 and 2024
5 including the lender, the amount sought, the date applied for and the result of said application.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

7 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
8 time so as to be unduly burdensome, harassing, and oppressive; is compound; violates Plaintiff's
9 Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
10 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
11 Plaintiff's father in-law, Rocky Covarrubias is a loan officer and was helping Plaintiffs attempt
12 to purchase a new home. During the time that Plaintiffs were negotiating their deal with the
13 seller, Ford placed the derogatory item on Plaintiff's credit reports. Mr. Covarrubias advised
14 Plaintiffs' that the item had dropped their credit scores so much that the interest rates on their
15 mortgage would be much higher, costing Plaintiffs tens of thousands of dollars more than they
16 had anticipated and expected. Plaintiffs did not go through with the purchase of the home due to
17 the increased costs. Investigation continues.

18 **SPECIAL INTERROGATORY NO. 6:**

19 Identify all witnesses who have information regarding the home loan application(s)
20 described in your response to Interrogatory No. 5.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

22 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
23 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; violates
24 Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and
25 violates the privacy rights of third parties. Subject to and without waiving said objections,
26 Plaintiff states: Plaintiffs Carter Chavez and Courtney Chavez, and Rocky Covarrubias, Loan
27 Officer NMLS #234624. Investigation continues.
28

1 **SPECIAL INTERROGATORY NO. 7:**

2 Identify all documents relating to any of the home loan applications described in your
3 response to Interrogatory No. 5.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

5 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
6 time so as to be unduly burdensome, harassing, and oppressive; violates Plaintiff's Right to
7 Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy
8 rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiff
9 cannot currently locate or obtain the requested documentation. Plaintiff will attempt to obtain
10 the requested documentation and supplement this response. Investigation continues.

11 **SPECIAL INTERROGATORY NO. 8:**

12 Identify any vehicle loans you attempted to obtain between the years of 2018 and 2024
13 including the lender, the amount sought, the date applied for and the result of said application

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

15 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
16 time so as to be unduly burdensome, harassing, and oppressive; is compound; violates Plaintiff's
17 Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
18 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
19 Plaintiffs were advised that there were no available vehicles from Ford at the time they returned
20 their vehicle. Plaintiffs then applied for a lease of a 2021 Honda Odyssey in July of 2021.
21 Plaintiffs also applied for another lease on a 2024 Honda Odyssey in May of 2024. Plaintiffs
22 were given leases by Honda on both occasions. Investigation continues.

23 **SPECIAL INTERROGATORY NO. 9:**

24 Identify all witnesses who have information regarding the vehicle loan application(s)
25 described in your response to Interrogatory No. 8.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

27 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
28 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; violates

1 Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and
2 violates the privacy rights of third parties. Subject to and without waiving said objections,
3 Plaintiff states: Plaintiffs Carter Chavez and Courtney Chavez. Also Employees of Clawson
4 Honda of Fresno. Investigation continues.

5 **SPECIAL INTERROGATORY NO. 10:**

6 Identify all documents relating to any of the vehicle loan application(s) described in your
7 response to Interrogatory No. 8.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

9 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
10 time so as to be unduly burdensome, harassing, and oppressive; violates Plaintiff's Right to
11 Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy
12 rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiffs
13 have produced the lease agreements for both vehicles. Investigation continues.

14 **SPECIAL INTERROGATORY NO. 11:**

15 State all facts that support your contention that you did not owe the disposition fee that
16 you were charged pursuant to the lease agreement.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

18 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
19 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks
20 information in the possession of and/or equally available to Defendant; violates Plaintiff's Right
21 to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
22 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
23 Plaintiff has no recollection of being told about the disposition fee at the time of the lease of the
24 vehicle, and does not remember putting his initials on sections 3 and 4 of the contract. In
25 January of 2021, Plaintiffs' third child was born. Plaintiffs also had a 5-year-old who was in a
26 car seat and a 1-year-old that was in a car seat. Plaintiffs had a very hard time fitting their
27 growing family into the Escape. Plaintiffs decided that when their lease was up, they needed to
28 get a larger vehicle. They wanted to upsize to a minivan. Around May of 2021, as the end of

their lease approached, Plaintiffs began looking for a larger vehicle. They first looked at Fords. They reached out to John Andrews to see if there were any mini vans available at any of the Ford dealers. He looked around at his dealership in Auburn CA, and in Fresno Ca, and even other cities that might have a mini van in their inventory. During this time there was very minimal inventory at every dealership due to the chip shortage, and John Andrews couldn't locate a vehicle that fit Plaintiff's needs. Plaintiffs returned the Ford at the end of the lease. It passed a return inspection with no marks. Plaintiffs asked if they owed any balance or additional fees. They were told no. They received a notice from Ford two months later stating that they owed over \$400 for not leasing or purchasing another vehicle from Ford. Plaintiffs had never been advised prior to that date that they owed this disposition fee, and had in fact been told that they owed nothing. Investigation continues.

SPECIAL INTERROGATORY NO. 12:

Identify all witnesses supporting your contention that you did not owe the disposition fee that was charged pursuant to the lease agreement.

RESPONSE TO SPECIAL INTERROGATORY NO. 12:

Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and time so as to be unduly burdensome, harassing, and oppressive; seeks information in the possession of and/or equally available to Defendant; violates Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiffs Carter Chavez and Courtney Chavez; Rocky Covarrubias and Velvia Andrews. Investigation continues.

SPECIAL INTERROGATORY NO. 13:

Identify all documents supporting your contention that you did not owe the disposition fee that was charged pursuant to the lease agreement.

RESPONSE TO SPECIAL INTERROGATORY NO. 13:

Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks information in the possession of and/or equally available to Defendant; violates Plaintiff's Right

1 to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
2 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
3 Vehicle condition report in Defendant's possession. Investigation continues.

4 **SPECIAL INTERROGATORY NO. 14:**

5 State the dates you resided at the address of 841 E. Cortland Avenue, Fresno, California
6 93704.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

8 Plaintiff objects to this interrogatory on the grounds that it: is irrelevant; violates
9 Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and
10 violates the privacy rights of third parties. Subject to and without waiving said objections,
11 Plaintiff states: From September 2014- April 2022.

12 **SPECIAL INTERROGATORY NO. 15:**

13 State the full names of any individual you spoke with at Lithia Ford of Fresno in 2018
14 regarding the lease of the 2018 Ford Escape.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

16 Plaintiff objects to this interrogatory on the grounds that it: is not relevant or reasonably
17 calculated to lead to the discovery of admissible evidence; is overbroad as to scope and time so
18 as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks
19 information in the possession of and/or equally available to Defendant; violates Plaintiff's Right
20 to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
21 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
22 Plaintiffs did not speak to anyone at Lithia Ford of Fresno in 2018 regarding the lease of the
23 2018 Ford Escape. They spoke to John Andrews of Auburn Ford. Investigation continues.

24 **SPECIAL INTERROGATORY NO. 16:**

25 State the full names of any individual you spoke with at Lithia Ford of Fresno in 2018
26 regarding the return of the 2018 Ford Escape at the end of the lease term.
27
28

RESPONSE TO SPECIAL INTERROGATORY NO. 16:

Plaintiff objects to this interrogatory on the grounds that it: is not relevant or reasonably calculated to lead to the discovery of admissible evidence; is overbroad as to scope and time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks information in the possession of and/or equally available to Defendant; violates Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiffs did not speak to anyone at Lithia Ford of Fresno in 2018 regarding the return of the 2018 Ford Escape at the end of the lease term. The lease term ended in 2021. Plaintiffs cannot recall the names of anyone they spoke with at Lithia Ford of Fresno in 2021. Investigation continues.

DATED: August 8, 2024

LAW OFFICES OF TODD M. FRIEDMAN



By: _____

Todd M. Friedman, Esq.
Attorney for Plaintiffs,
COURTNEY CHAVEZ AND
CARTER CHAVEZ

VERIFICATION TO FOLLOW

PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of 18 and not a party to this action. My business address is 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364.

On August 8, 2024, I served the foregoing document, described as:

PLAINTIFF CARTER CHAVEZ'S RESPONSES TO DEFENDANT FORD MOTOR CREDIT COMPANY LLC'S INTERROGATORIES TO PLAINTIFF, SET ONE

☐ the original of the document
☒ true copies of the document

as follows:

Matthew J. Esposito
mje@severson.com
SEVERSON & WERSON
Attorney for Defendant

☒ **BY ELECTRONIC MAIL:** I served the above documents in pdf format to the email listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

☒ **STATE:** I declare under penalty of perjury under the laws of the state of California that the above is true and correct.

☐ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed this August 8, 2024, at Woodland Hills, California.



Erika Company

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EXHIBIT U

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd, Suite 340
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abacon@toddfllaw.com
msnyder@toddfllaw.com
Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

COURTNEY CHAVEZ and CARTER
CHAVEZ,

Plaintiff,

-vs-

FORD MOTOR CREDIT COMPANY LLC;
EQUIFAX INFORMATION SERVICES
LLC.; EXPERIAN INFORMATION
SOLUTIONS, INC.; TRANS UNION LLC;
and DOES 1-10 inclusive,
Defendants.

Case No.: 1:23-cv-01205-SKO

**PLAINTIFF COURTNEY CHAVEZ'S
RESPONSES TO DEFENDANT FORD
MOTOR CREDIT COMPANY LLC'S
INTERROGATORIES TO PLAINTIFF,
SET ONE**

PROPOUNDING PARTY: Defendant, FORD MOTOR CREDIT COMPANY LLC

RESPONDING PARTY: Plaintiff, COURTNEY CHAVEZ

SET NUMBER: ONE (1)

Pursuant to Rule 33 for the Federal Rules of Civil Procedure, Plaintiff, COURTNEY CHAVEZ ("Plaintiff") responds to Defendant, FORD MOTOR CREDIT COMPANY LLC's ("Defendant") Interrogatories, Set One, as follows:

This responding party and his counsel have not completed their discovery or preparation for trial nor have they completed their analysis and review of the investigation and other trial

1 preparation matters, and subjects obtained or conducted to date. These responses therefore state
2 the present information and analysis of the responding party and his counsel as acquired and
3 reviewed to date without prejudice to this responding party's right to present additional facts,
4 contentions or theories at trial based upon information, evidence or analysis hereafter obtained or
5 evaluated. The following responses state the information, facts, evidence and contentions known
6 to and evaluated by this responding party and his counsel.

7 This responding party further hereby provides the following responses without prejudice
8 to further discovery and specifically reserves the right to present subsequently discovered
9 evidence at trial of this action.

10 Each of the following responses and answers is rendered and based upon information in
11 the possession of the responding party at the time of the preparation of these answers after
12 diligent inquiry. Discovery will continue as long as permitted by statute or stipulation of the
13 parties and the investigation of this responding party's attorneys and agents will continue to and
14 throughout the trial of this action. This responding party therefore specifically reserves the right
15 at the time of trial to introduce any evidence from any source which may hereafter be discovered
16 and testimony from any witnesses whose identities may hereafter be discovered.

17 If any information has unintentionally been omitted from these responses, the interrogated
18 party reserves the right to apply for relief so as to permit the insertion of the omitted data from
19 these responses. This responding party has made every effort to obtain documentation necessary
20 to respond to these interrogatories. These introductory comments shall apply to each and every
21 answer given herein and shall be incorporated by reference as though fully set forth in all of the
22 interrogatory responses appearing on the following pages. Finally, as some of these responses
23 may have been ascertained by this responding party's attorneys and investigators, this responding
24 party may not have personal knowledge of the information from which these responses are
25 derived.

26 To the extent that any of these interrogatories call for responses which are protected by
27 the attorney/client and/or attorney work product privileges, this responding party objects to said
28 interrogatories on that basis.

1 To the extent that any of these interrogatories call for responses which are of a
2 confidential and proprietary nature as protected by the United States Constitution and/or the
3 California Constitution, this responding party objects to said interrogatories on that basis.

4 To the extent that any of the interrogatories call for responses which are protected by any
5 additional privileges, this responding party objects to the answering of said interrogatories on
6 that basis.

7
8 **RESPONSES TO SPECIAL INTERROGATORIES**

9 **SPECIAL INTERROGATORY NO. 1:**

10 Identify all residence addresses used by you from January 1, 2018 to present.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

12 Plaintiff states: 841 E Cortland Ave, Fresno CA 93704 from prior to January 1, 2018
13 until April 2022; 454 W Twain Ave, Fresno Ca 93704 from April 2022-September 2022; and
14 1590 W Roberts Ave, Fresno CA 93711 from September 2022-Present

15 **SPECIAL INTERROGATORY NO. 2:**

16 Identify and describe any damages you attribute to Ford Motor Credit Company LLC
17 relating to this action.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

19 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope so as
20 to be unduly burdensome, harassing, and oppressive; calls for a narrative response more suited to
21 a deposition; and is vague and ambiguous. Subject to and without waiving said objections,
22 Plaintiff states: Plaintiffs attempted to purchase a new home in March 2022. The house was on
23 the same street as very close friends of theirs. Plaintiffs wanted to move to a good community
24 with their good friends. Plaintiffs were negotiating with the seller for the price of the home before
25 it came on the market. The negotiations were underway when Ford reported the derogatory item
26 on Plaintiff's credit reports. Plaintiff's credit scores dropped dramatically, which would have
27 caused Plaintiffs to pay tens of thousands of dollars in additional interest if they purchased the
28 home. Plaintiffs could not go through with the purchase due to that drop in their credit score.

1 Plaintiffs have not calculated the monetary loss of their dream home at this time. Plaintiffs are
2 seeking statutory damages of \$1,000 per Plaintiff under the Fair Credit Reporting Act and \$5,000
3 per Plaintiff under the California Consumer Credit Reporting Agencies, as well as actual
4 damages. Plaintiffs are also seeking damages under the Consumer Legal Remedies Act, including
5 actual damages and punitive damages. Investigation continues.

6 **SPECIAL INTERROGATORY NO. 3:**

7 Identify all creditors you submitted credit applications for "CONSUMER LOANS" since
8 July 1, 2018 to January 1, 2024. For purposes of these Interrogatories, the terms "CONSUMER
9 LOANS" shall refer to consumer loans for mortgages, credit cards, auto loans, student loans, and
10 personal loans.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

12 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
13 time so as to be unduly burdensome, harassing, and oppressive; violates Plaintiff's Right to
14 Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy
15 rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiff
16 does not recall each and every credit application he submitted between July 1, 2018, to January
17 1, 2024. Plaintiff was seeking a mortgage at the time that Defendant reported the derogatory
18 item on Plaintiff's credit reports. Plaintiffs leased vehicles from Honda in July 2021 and in May
19 2024. Investigation continues.

20 **SPECIAL INTERROGATORY NO. 4:**

21 Identify any creditors who provided Adverse Action letters pursuant to 15 USC § 1681 in
22 response to your credit applications for CONSUMER LOANS from July 1, 2018 to January 1,
23 2024.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

25 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
26 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; violates
27 Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and
28 violates the privacy rights of third parties. Subject to and without waiving said objections,

1 Plaintiff states: Plaintiff is still attempting to locate or obtain the requested information and will
2 supplement this response. Investigation continues.

3 **SPECIAL INTERROGATORY NO. 5:**

4 Identify any home loans you attempted to obtain between the years of 2018 and 2024
5 including the lender, the amount sought, the date applied for and the result of said application.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

7 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
8 time so as to be unduly burdensome, harassing, and oppressive; is compound; violates Plaintiff's
9 Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
10 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
11 Plaintiff's father, Rocky Covarrubias is a loan officer and was helping Plaintiffs attempt to
12 purchase a new home. During the time that Plaintiffs were negotiating their deal with the seller,
13 Ford placed the derogatory item on Plaintiff's credit reports. Mr. Covarrubias advised Plaintiffs'
14 that the item had dropped their credit scores so much that the interest rates on their mortgage
15 would be much higher, costing Plaintiffs tens of thousands of dollars more than they had
16 anticipated and expected. Plaintiffs did not go through with the purchase of the home due to the
17 increased costs. Investigation continues.

18 **SPECIAL INTERROGATORY NO. 6:**

19 Identify all witnesses who have information regarding the home loan application(s)
20 described in your response to Interrogatory No. 5.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

22 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
23 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; violates
24 Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and
25 violates the privacy rights of third parties. Subject to and without waiving said objections,
26 Plaintiff states: Plaintiffs Carter Chavez and Courtney Chavez, and Rocky Covarrubias, Loan
27 Officer NMLS #234624. Investigation continues.
28

1 **SPECIAL INTERROGATORY NO. 7:**

2 Identify all documents relating to any of the home loan applications described in your
3 response to Interrogatory No. 5.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

5 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
6 time so as to be unduly burdensome, harassing, and oppressive; violates Plaintiff's Right to
7 Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy
8 rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiff
9 cannot currently locate or obtain the requested documentation. Plaintiff will attempt to obtain
10 the requested documentation and supplement this response. Investigation continues.

11 **SPECIAL INTERROGATORY NO. 8:**

12 Identify any vehicle loans you attempted to obtain between the years of 2018 and 2024
13 including the lender, the amount sought, the date applied for and the result of said application

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

15 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
16 time so as to be unduly burdensome, harassing, and oppressive; is compound; violates Plaintiff's
17 Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
18 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
19 Plaintiffs were advised that there were no available vehicles from Ford at the time they returned
20 their vehicle. Plaintiffs then applied for a lease of a 2021 Honda Odyssey in July of 2021.
21 Plaintiffs also applied for another lease on a 2024 Honda Odyssey in May of 2024. Plaintiffs
22 were given leases by Honda on both occasions. Investigation continues.

23 **SPECIAL INTERROGATORY NO. 9:**

24 Identify all witnesses who have information regarding the vehicle loan application(s)
25 described in your response to Interrogatory No. 8.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

27 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
28 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; violates

Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiffs Carter Chavez and Courtney Chavez. Also Employees of Clawson Honda of Fresno. Investigation continues.

SPECIAL INTERROGATORY NO. 10:

Identify all documents relating to any of the vehicle loan application(s) described in your response to Interrogatory No. 8.

RESPONSE TO SPECIAL INTERROGATORY NO. 10:

Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and time so as to be unduly burdensome, harassing, and oppressive; violates Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiffs have produced the lease agreements for both vehicles. Investigation continues.

SPECIAL INTERROGATORY NO. 11:

State all facts that support your contention that you did not owe the disposition fee that you were charged pursuant to the lease agreement.

RESPONSE TO SPECIAL INTERROGATORY NO. 11:

Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks information in the possession of and/or equally available to Defendant; violates Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiff has no recollection of being told about the disposition fee at the time of the lease of the vehicle, and does not remember putting his initials on sections 3 and 4 of the contract. In January of 2021, Plaintiffs' third child was born. Plaintiffs also had a 5-year-old who was in a car seat and a 1-year-old that was in a car seat. Plaintiffs had a very hard time fitting their growing family into the Escape. Plaintiffs decided that when their lease was up, they needed to get a larger vehicle. They wanted to upsize to a minivan. Around May of 2021, as the end of

1 their lease approached, Plaintiffs began looking for a larger vehicle. They first looked at Fords.
2 They reached out to John Andrews to see if there were any mini vans available at any of the Ford
3 dealers. He looked around at his dealership in Auburn CA, and in Fresno Ca, and even other
4 cities that might have a mini van in their inventory. During this time there was very minimal
5 inventory at every dealership due to the chip shortage, and John Andrews couldn't locate a
6 vehicle that fit Plaintiff's needs. Plaintiffs returned the Ford at the end of the lease. It passed a
7 return inspection with no marks. Plaintiffs asked if they owed any balance or additional fees.
8 They were told no. They received a notice from Ford two months later stating that they owed
9 over \$400 for not leasing or purchasing another vehicle from Ford. Plaintiffs had never been
10 advised prior to that date that they owed this disposition fee, and had in fact been told that they
11 owed nothing. Investigation continues.

12 **SPECIAL INTERROGATORY NO. 12:**

13 Identify all witnesses supporting your contention that you did not owe the disposition fee
14 that was charged pursuant to the lease agreement.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

16 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
17 time so as to be unduly burdensome, harassing, and oppressive; seeks information in the
18 possession of and/or equally available to Defendant; violates Plaintiff's Right to Privacy
19 protected by Article I, Section 1 of the California Constitution, and violates the privacy rights of
20 third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiffs Carter
21 Chavez and Courtney Chavez; Rocky Covarrubias and Velvia Andrews. Investigation continues.

22 **SPECIAL INTERROGATORY NO. 13:**

23 Identify all documents supporting your contention that you did not owe the disposition
24 fee that was charged pursuant to the lease agreement.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

26 Plaintiff objects to this interrogatory on the grounds that it: is overbroad as to scope and
27 time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks
28 information in the possession of and/or equally available to Defendant; violates Plaintiff's Right

1 to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
2 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
3 Vehicle condition report in Defendant's possession. Investigation continues.

4 **SPECIAL INTERROGATORY NO. 14:**

5 State the dates you resided at the address of 841 E. Cortland Avenue, Fresno, California
6 93704.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

8 Plaintiff objects to this interrogatory on the grounds that it: is irrelevant; violates
9 Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and
10 violates the privacy rights of third parties. Subject to and without waiving said objections,
11 Plaintiff states: From September 2014- April 2022.

12 **SPECIAL INTERROGATORY NO. 15:**

13 State the full names of any individual you spoke with at Lithia Ford of Fresno in 2018
14 regarding the lease of the 2018 Ford Escape.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

16 Plaintiff objects to this interrogatory on the grounds that it: is not relevant or reasonably
17 calculated to lead to the discovery of admissible evidence; is overbroad as to scope and time so
18 as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks
19 information in the possession of and/or equally available to Defendant; violates Plaintiff's Right
20 to Privacy protected by Article I, Section 1 of the California Constitution, and violates the
21 privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states:
22 Plaintiffs did not speak to anyone at Lithia Ford of Fresno in 2018 regarding the lease of the
23 2018 Ford Escape. They spoke to John Andrews of Auburn Ford. Investigation continues.

24 **SPECIAL INTERROGATORY NO. 16:**

25 State the full names of any individual you spoke with at Lithia Ford of Fresno in 2018
26 regarding the return of the 2018 Ford Escape at the end of the lease term.
27
28

RESPONSE TO SPECIAL INTERROGATORY NO. 16:

Plaintiff objects to this interrogatory on the grounds that it: is not relevant or reasonably calculated to lead to the discovery of admissible evidence; is overbroad as to scope and time so as to be unduly burdensome, harassing, and oppressive; is vague and ambiguous; seeks information in the possession of and/or equally available to Defendant; violates Plaintiff's Right to Privacy protected by Article I, Section 1 of the California Constitution, and violates the privacy rights of third parties. Subject to and without waiving said objections, Plaintiff states: Plaintiffs did not speak to anyone at Lithia Ford of Fresno in 2018 regarding the return of the 2018 Ford Escape at the end of the lease term. The lease term ended in 2021. Plaintiffs cannot recall the names of anyone they spoke with at Lithia Ford of Fresno in 2021. Investigation continues.

DATED: August 8, 2024

LAW OFFICES OF TODD M. FRIEDMAN



By: _____

Todd M. Friedman, Esq.
Attorney for Plaintiffs,
COURTNEY CHAVEZ AND
CARTER CHAVEZ

VERIFICATION TO FOLLOW

PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of 18 and not a party to this action. My business address is 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364.

On August 8, 2024, I served the foregoing document, described as:

PLAINTIFF CARTER CHAVEZ'S RESPONSES TO DEFENDANT FORD MOTOR CREDIT COMPANY LLC'S INTERROGATORIES TO PLAINTIFF, SET ONE

☐ the original of the document
☒ true copies of the document

as follows:

Matthew J. Esposito
mje@severson.com
SEVERSON & WERSON
Attorney for Defendant

☒ **BY ELECTRONIC MAIL:** I served the above documents in pdf format to the email listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

☒ **STATE:** I declare under penalty of perjury under the laws of the state of California that the above is true and correct.

☐ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed this August 8, 2024, at Woodland Hills, California.



Erika Campany

1 Filed electronically this 7th Day of February, 2025, with:
2 United States District Court CM/ECF system.

3 Notification sent electronically on this 7th Day of February, 2025, to:

4 Honorable Magistrate Judge Sheila K. Oberto
5 United States District Court
6 Eastern District of California

7 And all Counsel of Record as recorded on the Electronic Service List

8
9 /s/ Matthew R. Snyder, Esq.
10 Matthew R. Snyder, Esq.

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DECLARATION OF MATTHEW R. SNYDER